

General Terms & Conditions

Terms and Conditions for the Sale of Goods

These Terms and Conditions form a contract between the customer (you) and Mediklean Pte Ltd (Singapore) and apply to the ordering, purchase, fulfillment and delivery of goods from <http://www.mediklean.com/>.

Please read these Terms and Conditions carefully before placing your Order with Us as these Terms and Conditions contain important information about the ordering, processing, fulfillment and delivery of goods, including limitations of liability.

If you do not understand these Terms and Conditions or if you have any questions, please contact our Customer Service Centre by email on information@mediklean.com and a representative will be happy to assist you.

1. Definitions

The following definitions are used in these Terms and Conditions.

Business Days means a week day in which trading banks are open for the transaction of banking business in Hong Kong and Singapore.

Delivery Address means the address to which the Goods are to be delivered as stated on the electronic Order form on the Website.

Delivery Agent means any nominated third party delivery or shipping company for Julius Marlow.

Delivery Fee or **Shipping Fee** means the fees charged by the Delivery Agent of Mediklean Pte Ltd for the delivery of Goods.

Discount Code means the "*serial number*" that Mediklean Pte Ltd will give to those clients based on contractually buying large volumes of stock annually.

Goods means the items offered for sale, described or displayed on the Website.

Law means any written rule or collection of rules, including, but not limited to any statute, regulation, order or rule, any government ordinance or by-law, any governmental agency's rule, regulation or determination, and any form of custom or policy recognised and enforced by judicial decision.

Machine means Mediklean's 3 in 1 clean machine.

Order means a request by you to purchase Goods from Mediklean Pte Ltd in accordance with these Terms and Conditions.

Personal Information has the meaning as defined under the Privacy Act.

Price means the purchase price of each Good as specified on the Website (for the avoidance of doubt, not including Taxes and Duties).

Privacy Policy means the Mediklean Pte Ltd Privacy Policy found on the Website.

Delivery & Warranty Policy means the Mediklean Pte Ltd Delivery & Warranty section found on the Website

Terms and Conditions means these terms and conditions, as amended from time to time.

Taxes and duties means all government cost associated with the importing of the goods into your country.

Website means www.mediklean.com.

Website Terms means the terms and conditions governing your use of the Website, in addition to these Terms and Conditions.

We or Us or Our or Mediklean means Mediklean Pte Ltd (Singapore based registered company).

You or Your means you as the purchaser of Goods from Mediklean pursuant to these Terms and Conditions.

2. Compliance with Terms and Conditions

2.1 You agree to be bound by these Terms and Conditions when you submit an Order.

2.2 Each Order you submit will be a separate and binding agreement between you and Mediklean with respect to the supply of Goods, in accordance with these Terms and Conditions.

3. Placing Orders for Goods

3.1. You may place an Order through the Website by submitting the electronic Order form on the Website.

3.2. An Order submitted by you on the Website in the manner described on the Website is an offer by you to purchase Goods for the Price (plus any Delivery Fee, plus any

Government Taxes and Duties, for the avoidance of doubt,) as specified at the time you submit your Order. That offer cannot be withdrawn by you without our consent.

3.3. You acknowledge that all Orders through the Website are with respect to Goods intended for the purpose of Disinfecting, Washing and Drying human hands, and you agree to ensure that no other part of the human body goes into the chamber of the machine. You also agree not to put any other disinfectant, soap or product into the machines other than the Mediklean Disinfectant supplied by Mediklean as seen on the Website.

3.4. In completing the electronic Order form, you agree to provide complete and accurate information as to your personal details (or those of your nominated recipient) to enable the processing and delivery of your Order. This information will also be used by the Delivery Agent to fulfil your Order. Mediklean will not be liable to you for your loss or that of any third party for a delay or failure to process, fulfil or deliver Goods to you (or your nominated recipient) due to inaccurate or incomplete personal details provided in respect of an Order by you.

You agree to obtain consent from the recipient or third party, when providing their personal details to Mediklean.

3.5. You may Order from Mediklean if you are aged 18 years or over, have an active email account and a telephone number at which you can be easily contacted.

3.6. You must check your Order carefully prior to submitting your Order with us. Once you submit your Order, cancellations of your Order or changes to the Goods in your Order may only be made by agreement unless otherwise required by law.

3.7. Where you place consecutive or separate Orders for Goods, we cannot consolidate the Orders into one. A separate Delivery Fee will apply to each Order in accordance with clause 7.

3.8. You will be provided with an automatic Order number upon submission of your Order to the Website. The Order number is required when contacting our Customer Service Centre.

4. Acceptance and rejection of Orders

4.1 Mediklean reserve the right to accept or reject your Order for any reason at any time.

4.2 When we accept an Order, it represents an agreement by Mediklean to supply you the Goods in accordance with the Order and these Terms and Conditions.

4.3 In the event that we reject an Order under clause 4.1, we will notify you of that rejection and the reason for rejection via email within five (5) Business Days after the

placement of the Order. Mediklean will not be liable to you for your loss or that of any third party for the rejection of an Order.

4.4 Where we reject an Order and your payment for the Goods has already been processed, we will refund any money paid to us in respect of that Order and make reasonable endeavours to process the refund within five (5) Business Days. Your receipt of your refund will depend on the period of time it takes your financial institution to finalise the refund. Mediklean is not liable with respect to any loss, damage, cost, expense or injury you or any third party incur as a result of any delay in processing your refund.

4.5 If we are unable to contact you in relation to your Order under these Terms and Conditions using the contact details you provide during the Order process after having made reasonable attempts to contact you, we will reject the Order in accordance with this clause 4.

5. Availability of Goods

5.1. You acknowledge and agree that from time to time, some Goods on the Website may be out of stock or unavailable and we may not be able to fulfil all or part of your Order. If this occurs, Mediklean will contact you within five (5) Business Days to arrange a full or partial refund. We will use reasonable endeavours to process the refund within five (5) Business Days. Your receipt of your refund will depend on the period of time it takes your financial institution to finalise the refund. Mediklean is not liable with respect to any loss you or any third party might suffer as a result of any delay in processing your refund.

5.2. We reserve the right to withdraw or suspend any Good displayed on the Website from sale either temporarily or permanently at any time without notice to you. Mediklean will not be liable to you for any loss you or any third party suffers as a result of a withdrawal or suspension of availability with respect to a particular Good.

5.3. Where your Order is affected by an error on the Website (for example, in relation to a description of Goods, an image, Price or otherwise), we will reject the part of the Order that is the subject of the error in accordance with clause 4. If applicable Mediklean will proceed to fulfil the remainder of your Order in accordance with these Terms and Conditions.

5.4 You acknowledge and agree that:

1. all pictures and images of Goods displayed on the Website are for illustration purposes only, and the sizes and dimensions of Goods may differ in real life;
2. you have read any corresponding written description of the Goods prior to submitting your Order;
3. the colour of Goods as shown on the Website may vary slightly in shade in real life;

4. where we provide sizing or other measurements in the descriptions of a Good (where applicable), it is your responsibility to ensure that the actual size of each item is suitable for your purpose prior to submitting your Order; and
5. any accessory featured with the Goods is for illustration purposes only.

6. Price and Payment

6.1 The Price in respect of a Good is specified on the Website.

6.2 Unless otherwise stated, all Prices quoted are in U.S. Dollars. Any fees and charges (e.g. Delivery Fees) and Government Taxes and Duties will be added where applicable.

6.3 Mediklean reserves the right to change or alter Prices of Goods on the Website without notice to you, unless you have already submitted an Order at a stipulated Price, in which case there will be no change or alteration in pricing (provided your Order is not affected by a pricing error, in which case the procedure in clause 5.3 will apply).

6.4 In respect of any Order, we will charge you and you agree to pay:

1. the Price (which is the Price at the time the Order is submitted); and
2. the Delivery Fee (if any).
3. the Government Taxes and Duties (associated with the Sale and Importation of the goods).

6.5 You can pay for your Goods by any of the methods specified on the electronic Order form on the Website from time to time, which include but are not limited to credit card or Pay Pal. When paying by credit card, you authorize Mediklean to debit your nominated card at the time you submit your Order. The name on the credit card used for the payment must match the name on the Order.

6.6 You acknowledge and agree that any payment in respect of an Order must be cleared by Mediklean before Goods which are the subject of an Order are dispatched. If your payment cannot be processed, your Order will be rejected in accordance with these Terms and Conditions and you will be notified of this on the Website. In relation to credit cards, you should contact your card issuer in the first instance to try to resolve any problem concerning the use of your credit card, or use an alternative payment method in order to continue with your Order.

6.7 In paying or attempting to pay for the Goods, you agree that you have not engaged in any fraudulent conduct or contravened any Law.

6.8 You will receive a tax Invoice by email once payment in respect of your Order has been processed.

6.9 Mediklean uses an encrypted payment gateway and security certificate to secure payments. Whilst we take all reasonable precautions, we cannot guarantee the security of any transaction.

7. Delivery

7.1 Mediklean uses Delivery Agents to deliver your Goods. You agree to your details including your Delivery Address to be supplied to the Delivery Agent for the purpose of delivering your Goods.

7.2 Due to the global nature of the business, delivery times are dependent on the courier or postal service used.

7.3 You acknowledge and agree that notwithstanding anything else stated on the Website:

1. Mediklean cannot guarantee that delivery will occur in the stated delivery time frames;
2. delivery time frames may change from time to time due to unforeseen circumstances; and
3. except where required by applicable law, Mediklean is not liable with respect to any loss, damage, cost, expense or injury you or any third party suffers as a result of a change in delivery times or a delay in delivery.

7.4 Delivery of Goods will take place at the Delivery Address specified by you during the Order process. You will need to submit a separate Order for Goods where you require multiple delivery destinations.

7.5 If we are unable to deliver your Goods to the Delivery Address due to the size of the package or because there are restrictions on access to the Delivery Address or it is unsafe or impractical to make delivery, you will be contacted using the information that you have supplied at the time the order was placed on Mediklean's website and you can collect the Goods from the Delivery Company. It is your responsibility to follow the instructions of the Delivery Company.

7.6 Upon delivery, you must inspect your Goods and check that the Goods delivered match your Order. If there is obvious damage to the Goods (not the packaging) due to transit, you must contact our Customer Service Centre as soon as practicable by email information@mediklean.com and/or go to the [Contact](#) section of this website.

If Goods are missing from your Order, you may call our Customer Service Centre, in accordance with the [Delivery & Warranty Policy](#). You must let us know about any damaged, missing and incorrect Goods as soon as possible. Any Goods replaced under the [Warranty Policy](#) due to being faulty, damaged, or incorrect will be delivered to you free of charge.

8. Risk and title

Risk and title in the Goods passes to you on the date and time of delivery of the Goods to the Delivery Agent.

9. Order cancellations and returns

9.1. Unless provided for under these Terms and Conditions, no cancellations or changes to Orders will be accepted, and the Goods will be delivered to the stated Delivery Address in accordance with these Terms and Conditions. Therefore, you should carefully check that your Order is accurate before you submit it to us.

9.2. Where we reject or cancel your Order under these Terms and Conditions, we will refund the Price of the Goods to you in accordance with these Terms and Conditions. We will use reasonable endeavours to process your refund within five (5) Business Days. Your receipt of your refund will depend on the period of time it takes your financial institution to finalise the refund. Mediklean is not liable with respect to any loss you or any third party might suffer as a result of any delay in processing your refund.

9.3. It is a condition of most credit card schemes that refunds be processed on the same card as the original payment was made in order to minimise the possibility of fraudulent activity on cards. Mediklean is required to comply with all card scheme rules in order to be able to accept these card types, and as such, all of your refunds will be credited to the card you nominated in your Order.

10. Promotions and Discounts

You may receive online offers and promotions which include a promotional or coupon code (Code) for use when shopping on the Mediklean Website. It is your responsibility to ensure that the Code is valid, and that you enter the Code at the time of making your purchase online. We cannot apply the Code retrospectively once you have submitted your Order. Terms and conditions will apply to the use of the offer or promotion. Please read these carefully to make sure they apply to your purchase from Mediklean. Any Code is non-transferable and may not be used in conjunction with any other offer.

11. Privacy

Personal Information, such as your contact details, that you provide to us during the Order process will be kept and used by us for the purpose of processing your Order in accordance with Mediklean's [Privacy Policy](#).

12. Website Terms

Mediklean's Terms and Conditions for the use of this Website, form a part of these Terms and Conditions.

13. Warranties you make to Mediklean

You represent and warrant to Mediklean Pte Ltd that:

1. (a) all information (including Personal Information) and data provided by you to us through the Website is true, accurate, complete and up to date, and (where relevant) you have obtained the consent of your nominated recipient for gifts to provide their Personal Information to Mediklean;
2. (b) any nominated representative receiving the Goods on your behalf at the Delivery Address is duly authorised by you to do so;
3. you are over the age of 18;
4. (d) in placing your Order, you have read and agree to these Terms and Conditions; and
5. (e) in placing your Order, complied with all Laws.

15. Mediklean's liability to you

15.1 Subject to any rights you have under any consumer protection law which cannot be excluded, we will not be liable to you or any third party for any loss, damage, cost, expense or injury (including indirect loss such as loss of revenue, profits, anticipated savings, goodwill or business opportunity, injury to your reputation) in contract, under statute or otherwise, howsoever caused including arising directly or indirectly from or in connection with any transaction (actual or contemplated) undertaken or attempted to be undertaken through our Website.

15.2 Subject to any rights you have under any consumer protection law which cannot be excluded, Mediklean excludes, all implied terms and warranties whether statutory or otherwise, relating to our website or the subject matter of these Terms and Conditions. You are entitled to certain rights under consumer protection law that cannot be excluded.

15.3 Our liability to you for loss or damage of any kind arising out of these Terms and Conditions will be reduced or limited to the extent (if any) that you cause or contribute to the loss or damage.

16. Termination

16.1 Mediklean reserves the right to, at their discretion, terminate your access to and use of the Website:

- i. for convenience, at any time, upon provision of notice to you;
- ii. immediately:
 1. if Mediklean reasonably believes that you have breached these Terms and Conditions, and that breach is not capable of remedy; or
 2. if you have been provided with notice of the breach, and you have failed to remedy that breach within 14 days (where the breach is able to be remedied).

17. General

17.1 Mediklean reserves the right at all times to make changes to these Terms and Conditions. Any variations to these Terms and Conditions will take effect from posting on the Website. The Terms and Conditions which apply at the time of Order are those that govern your relationship with Mediklean with respect to that Order.

17.2 Mediklean may give notice to you by electronic mail. You may give notice to Mediklean by electronic mail to our Customer Service Centre via the [Contact](#) section of this website and/or by the email: information@mediklean.com.

17.3 Any provision of these Terms and Conditions that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of these Terms and Conditions nor affect the validity or enforceability of that provision in any other jurisdiction.

17.4 A failure or delay by Mediklean to exercise a power or right under these Terms and Conditions does not constitute as a waiver of that power or right, and the exercise of a power or right by Mediklean does not preclude its future exercise or the exercise of any power or right.

17.5 The laws of Singapore govern this agreement. Your transaction is deemed to have taken place in Hong Kong.