

Halyard (M&I) Ltd 86 Cobham Road Ferndown Industrial Estate Wimborne Dorset, BH21 7PQ

Tel: +44 (0) 1722 710922 Email: technical@halyard.eu.com

Web: www.halyard.eu.com

### PRODUCT RETURNS AND ORDER CANCELLATION POLICY

This policy covers the return of products and the cancellation of orders for both Halyard standard stock items and bespoke products having been designed and manufactured to customer specific requirements.

### **Product Returns:**

For any goods that are faulty (as per Halyard Warranty Policy WP001), not as described or not fit for the Halyard designed and approved purpose (should the root cause be of Halyard responsibility) Halyard will accept the return of the goods for approval and associated refund.

# **Halyard Stock Products – sales to <u>business customers</u>:**

**Cancellations**: Halyard will accept the cancellation of orders for standard stock items up to two working days before the date of despatch / collection from Halyard. There would, however, be a cancellation charge of £25.00 applicable for all orders once received by Halyard towards our costs.

**Returns**: Although under UK law there is no obligation for Halyard to accept the return of any product as long as it is free of defect, as described and fit for purpose, Halyard appreciates that occasionally customers may order and receive products and then identify that an error has been made with their ordering. To support customers in these circumstances Halyard would accept the return of the goods under the following conditions:

- Customer must notify Halyard of the request to return the product in writing within 14 calendar days of the product leaving Halyard, quoting the order number and Halyard invoice number
- No return acceptance is agreed unless confirmed by Halyard in writing prior to the product return
- 3. If agreed by Halyard a Return Material Authorisation form (RMA) will be issued to the customer a copy of which must be attached by the customer to the returned product
- 4. Where Halyard agree to accept the return, a minimum charge of £25.00 or 20% of the original invoice value, whichever is the greater, is applicable
- 5. Returned goods must be in as-new undamaged and resaleable condition in their original undamaged packaging and will be inspected before any credit / refund is made

## Halyard Stock Products – sales to consumers only:

Cancellations and Returns: For many products bought 'at a distance' for example, online, by email or over the telephone, you have a legal right under the Consumer Contracts Regulations 2013 to change your mind within 14 days and receive a refund, but this is subject to exceptions and may be subject to deductions as set out below. You will also have to pay the costs of return or collection of any goods.



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You have until 14 days after the day you receive the goods to change your mind. Where your goods are split into several deliveries over different days, you have until 14 days after the day you receive the last delivery to change your mind.

If you wish to exercise your legal right to cancel, please let us know by calling on +44 (0) 1722-710922 or emailing us at orders@halyard.eu.com . Please quote your order number and Halyard invoice number. Alternatively, you can use our Order Cancellation Request Form which can be found at www.halyard.eu.com. A Return Material Authorisation form (RMA) will be issued to you, a copy of which should be attached to the returned product.

We will refund you the price you paid for the products including delivery costs, by the method you used for payment. Your refund will be made within 14 days from the day on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us. In all other cases, your refund will be made within 14 days of you telling us you have changed your mind.

We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.

The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 3-5 days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

**IMPORTANT:** If you bought the product 'in person' the above paragraph 'sales to business customers' shall instead apply to your right to cancel and return that product. You also do not have a right to change your mind in respect of our bespoke products, except as set out further below.

Halyard Bespoke Products (designed and manufactured to meet specific customer requirements) – sales to both business customers and consumers:



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#### **Cancellations:**

Halyard will accept the cancellation of orders for bespoke Halyard designed products as detailed in the following table subject to the detailed cancellation charges:

| Order Status:  | Cancellation Charge:      |
|--|---------------------------|
| Design work – Up to design layout approval stage               | 20% of total order value  |
| Detailed manufacturing drawing completed and materials ordered | 50% of total order value  |
| Manufacture started  | 100% of total order value |

**Returns:** For bespoke products specified by the customer and designed by Halyard and supplied free of defect, as described and fit for purpose Halyard would not be able to accept the return of the product for any refund.

#### **Notes:**

- 1. All cancellation and returns charges (where applicable) are subject to VAT at the prevailing rate.
- 2. It is the responsibility of the customer to arrange and cover all costs relating to the return of any products to Halyard.
- 3. All returns must be sent to the following address with a copy of the original delivery note and the Return Material Authorisation form (RMA):

Halyard (M&I) Limited 86 Cobham Road Ferndown Industrial EstateWimborne BH21 7PQ United Kingdom