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## Shipping Policy

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This site is free to use by our visitors. And by using this site, you the user, are agreeing to comply with and be bound by the following terms of use.

### Introduction

Welcome to Send Scrubs ("PMN Medical Attire CC" or "Seller" or "Company" or "we" or "our" or "us"). These Terms of Service ("Terms", "Terms of Service") govern your use of our website located at [www.sendscrubs.com](http://www.sendscrubs.com) (together or individually "Service") operated by PMN Medical Attire CC.

### Delivery / Shipping Policy

Orders are dispatched for delivery within 24, 48, or 72 hours, or up to 2 - 6 weeks from the date of order placement and payment. Delivery times vary depending on delivery address, and product availability. Some products made to order are subject to specific and longer dispatch times since they will have to be manufactured upon a receipt of orders. Orders received during non-business days are processed on the next business day. After preparation has been concluded, your order will be dispatched to you.

Orders are dispatched Monday to Friday between 8am and 5pm and Saturday between 9am and 1pm. Delivery times are based on time from dispatch and take an average of:  
For parcels,

- 1 – 2 business days, within Windhoek Namibia
- 3 – 5 business days within Namibia
- 5 – 7 business days within SADC
- more than 7 – 14 business days outside of SADC

For Palletized loads,  
2-3 business days, within Windhoek Namibia  
5-8 business days within Namibia  
more than 10 business days within SADC  
more than 10 - 21 business days outside of SADC

Please note, delivery estimates are just that. They should be used as a guide and not as guaranteed delivery times. Customs clearance delays are not the responsibility of PMN Medical Attire. We may offer more than one delivery method, and each one has its own estimated delivery times. The Ground Transportation shipping method applies to palletized loads.

Shipping costs depend on the shipping method selected, weight and dimensions of the package, as well as on dispatch and destination country. Shipping information, including cost, will be clearly shown at checkout and prior to your purchase of the products. There may be cases where our system could not automatically find a proper shipping

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method. In

this case a message will be shown, and our customer care team will get in contact with you as soon as possible to arrange a quotation for shipping.

The Buyer will be able to track and consult the estimated delivery date of the products through the tracking number that will be provided in the Shipping Confirmation Email. Third Parties provide the delivery services (not PMN Medical Attire), and we will do our best to ensure that the estimated delivery date of your order is fulfilled. However, keeping mind that there may be circumstances outside of our reasonable control where delivery is delayed. In case an issue with the delivery of your order has been identified, PMN Medical Attire will inquire with the transportation company to find out what has happened to your order and will inform you accordingly. For each dispatched package you will receive a separate Shipping Confirmation Email. Each dispatch corresponds to a separate contract of sale.

If you are not at your address at the estimated delivery time, the delivery service provider will make a second attempt or will leave you a note, and you will need to contact them to schedule another delivery. If you choose to use any optional services offered by the transportation company, please understand that you are doing it separately with the transportation company, and you agree that PMN Medical Attire has no liability for any loss or damage that may result from delivering your order in that way.

Delivery and service deadlines are approximate deadlines and nonbinding insofar as Company has not described these as binding in writing. Agreed delivery and service deadlines presume that all technical and commercial questions have been clarified between the contractual parties and payments or other obligations of the Customer are available or have been fulfilled in time; agreed delivery and service deadlines shall only apply under these prerequisites. If this does not take place, the delivery deadline shall be adequately extended. This shall not apply insofar as Company is responsible for the delay.

The compliance with the delivery period is subject to Company's self-delivery being correct and received promptly. Company shall inform the Customer as soon as possible if there are any indications of delays.

The delivery period shall be deemed complied with if the item of delivery has left the Company factory by its expiry or Company has reported that the goods are ready for dispatch. Insofar as an acceptance is to be carried out - except with the justified refusal of acceptance - the acceptance date shall be decisive or alternatively the notification that the goods are ready for dispatch by Company.

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In the event that dispatch or the acceptance is delayed at the Customer's request, then the item of delivery shall be stored at Company at the Customer's risk. The costs incurred through the delay, in particular the storage cost, shall be charged to the Customer.

The delivery period shall be extended by the duration of the impediment in case of force majeure or other events, which are beyond the scope of influence of Company, e.g., industrial disputes, delays in the delivery of essential raw materials, difficulties with energy supply. Company shall inform the Customer of the start and the end of such circumstances as soon as possible. If the aforementioned impediments last longer than six months, both contractual parties are entitled to cancel the contract with regard to the part, which has not yet been fulfilled. Company is not obliged to substitute procurement. Claims for damages of the Customer against Company due to the previously mentioned impediments are excluded.

Partial deliveries shall be permissible provided no disadvantages for use arise thereby. Company reserves the right to excess and shortfall in deliveries up to 10%.

## **Delay in delivery**

The occurrence of our delay in delivery is determined in accordance with the statutory regulations. In each case, however, a reminder is required from the Customer. Company shall be liable for delay in delivery in accordance with these Terms and Conditions. However, the liability of Company is limited to the compensation of the foreseeable, typically occurring damages.

## **Force Majeure**

Seller is excused for failure to perform its obligations under this agreement if it is prevented or delayed in performing those obligations by an event of force majeure. An event of force majeure means any event or circumstance, regardless of whether it was foreseeable, that was not caused by Seller and prevents Seller from complying with any of its obligations under this agreement. For purposes of example, such event of force majeure includes, but is not limited to, acts of God, fires, floods, hurricane, explosions, riots, wars, acts of terrorism, acts of any governmental authority, strikes and other labor difficulties, and other events or circumstances beyond the reasonable control of Seller.

## **Inspection And Acceptance**

The Buyer shall inspect all goods upon delivery and shall within two 10 (ten) business days of delivery give notice to the Seller named in the relevant Sales Invoice or of any matter or thing by which the Buyer alleges that the goods are not in accordance with the Buyer's order. Failing such notice, subject to any non-excludable condition implied by law, such as those in any Competition and Consumer Act, the goods shall be deemed to have been delivered to and accepted by the Buyer.

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## **Supply**

We reserve the right to immediately suspend, cancel or discontinue the supply of goods to the Buyer without further notice to the Buyer where:

- (a) the Seller reasonably suspects that the Buyer is in breach of these terms and conditions; or
- (b) the Buyer is otherwise in breach of its payment obligations to the Seller (whether arising under these terms and conditions or otherwise), and the Seller will not incur any liability to the Buyer in respect of such suspended, cancelled or discontinued supply.

From time to time, the Seller may decide (in its absolute discretion) to cease stocking particular goods (Discontinued Goods). Where the Seller knows that Discontinued Goods are currently the subject of an order, Instrument of Agreement or Quotation with the Buyer, the Seller will:

- provide reasonable notice to the Buyer of its decision to cease stocking Discontinued Goods
- use reasonable endeavours to ensure that quantities of Discontinued Goods that are the subject of an order at the date of giving notice under paragraph (a) will be supplied to the Buyer in accordance with that order; offer to supply the Buyer with any similar goods to the Discontinued Goods that the Buyer has continued to stock (the price and terms of such supply to be agreed between the parties).

## **Product Display / Colours / Finishes**

Send Scrubs strives to accurately display all colors and product images shown on this website, and any other digital or print media, as accurately as possible. However, we cannot guarantee that the colour you see matches the specific product colour, since the display of the colour depends, in part, upon the computer monitor you are using to view our website. Colours displayed on our website, any other digital or print media, are representative.

Accordingly, Send Scrubs does not guarantee that what you see in digital or print media will match the colour of the actual product delivered. Even finished products can have minimal colour variations within a production run, or in subsequent manufacture. Buyer acknowledges that actual colours may vary from colours shown on your display monitor, and other digital or print media, and even within an order or in supplemental orders. There are no returns due to colour variances.