

## 1. CONDITIONS

These conditions shall apply to all contracts for the sale of goods by us to the customer to the exclusion of all other terms and conditions including any terms and conditions which the customer may purport to apply under any purchase order, confirmation of order, or other document

All orders for goods shall be deemed to be an offer by the customer to purchase goods pursuant to these conditions.

Acceptance of delivery of the goods shall be deemed conclusive evidence of the customer's acceptance of these conditions.

Any variation of these conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing and signed by one of our Directors.

## 2. PRICES

All prices are, unless otherwise specified, exclusive of delivery charges and subject to alteration without notice. The right is reserved to invoice goods at prices ruling at the date of despatch. All prices shown are exclusive of VAT which shall be due at the rate ruling on the date of our invoice.

## 3. QUOTATIONS.

The right is reserved to correct any accidental errors or omissions. Subject thereto, all quotations (unless otherwise stated in writing) are valid for 30 days from the date thereof.

## 4. CANCELLATION

Orders may not be cancelled without written notice from the customer and/or written consent.

### Standing Orders

Authorisation must be obtained before standing orders can be cancelled. No cancellation will be allowed for orders which are due for shipment within 3 months of request. If special prices have been given for standing orders we will charge customers the difference between the special price and list price for all previous and future shipments if the full quantity is not taken.

### Called-Off Orders

If special prices have been given for called-off order based on quantity and this quantity is not taken in the time specified Erbe Medical UK Ltd will charge customers the difference between the special price and list price.

## 5. ALTERATIONS

Owing to improvements in design, which may be subject to change without notice, we reserve the right to accept orders only to the extent of available stocks and product lines and to supply product to specification and design, current at the date of despatch. Items offered ex-stock are subject to the goods being unsold at the date of receipt of the customers order.

## 6. DELAY

Every effort will be made to adhere to the delivery dates. Failure to maintain a delivery date shall not entitle the customer to cancel any order or withhold any payment. In addition, we accept no responsibility for delays or prevention of delivery caused by natural phenomena, acts of any governmental authority, accidents and distributions, strikes or other industrial disputes, transport difficulties or the lack of information or any other cause whatsoever not entirely under our control. In the event of any such delay, the time for delivery shall be extended by the period of the delay and we may place any of the goods ordered which are ready for delivery into storage and the customer shall pay expenses incurred by us in connection therewith upon submission of invoices. We reserve the right to make deliveries by instalment.

## 7. CARRIAGE

Carriage will be charged at the prevailing rate.

## 8. DAMAGE OR LOSS IN TRANSIT.

Customers shall be required to sign delivery notes accepting that goods have been received in good condition. The company shall accept no responsibility for goods lost or damaged once signed for.

## 9. INSURANCE.

We are under no liability to take out any insurance unless instructed by the customer in writing and our 'goods in transit' insurance is not a term of sale. All costs of the insurance specified by the customer for storage or against transit risks, whether for a sale of goods contract or for a repair or re-calibration contract or otherwise, shall be for the account of the customer. Our liability in respect of insured risks shall be limited to the amount received by us under such insurance from which a deduction may be made for reasonable expenses.

## 10a. TERMS OF PAYMENT.

Invoiced prices are strictly net for prompt payment within 30 days, together with all charges without deduction or set off of any kind whatsoever and (without prejudice to any other of our rights) any overdue amount shall bear interest until payment at the rate of 4% above the Bank of England minimum lending rate for the time being in force.

## 10b. DEFAULT ETC OF CUSTOMERS.

In respect of any undelivered goods the property in which has passed to the customer, we shall be entitled to a general lien upon them and to withhold delivery of them or any instalment or part thereof until all monies (whether liquidated or otherwise) due from the customer on any account whatsoever are paid during which time the goods shall be deemed to be available for delivery and may be placed in storage at the customer's expense.

We may in our discretion apply any money paid by the customer (not withstanding that the same is purported to be paid in respect of any particular account) towards the settlement of any outstanding account of the customer whatsoever.

If the customer defaults in the payment of any amounts due to us for 14 days after becoming due or if the customer commits any act of bankruptcy or (if a company) goes into liquidation or becomes subject to receivership we may, in our absolute discretion and without prejudice to any other rights, suspend all future deliveries and/or terminate the contract without liability on our part.

In the event of the contract so terminating we may, without prejudice to any other rights we may have, retake possession of any goods and if necessary enter upon any premises owned, occupied or controlled by the customer to do so and where the property in the goods has passed to the customer resell or dispose of any such goods on such terms as we see fit (applying the net proceeds (if any) towards the settlement of any outstanding account whatsoever) and any sums previously paid by the customer in connection with any goods in which the property has not passed to him shall be forfeited to us and we shall be entitled to retain all such payments.

In the event that the property in the goods has not passed to the customer we shall, in our absolute discretion and without prejudice to any other rights or remedies be at liberty to maintain an action for the unpaid price.

## 10c. PROPERTY

The goods shall be at the customers risk as from delivery. In spite of delivery having been made the property in the goods shall not pass from us to the customer until the customer shall have paid the price plus VAT in full and all other sums whatsoever due from the customer whether under the particular contract or otherwise and without deduction, deferment, cross claim or set off. The customer shall in the meantime keep the goods and each of them as our bailee and trustee and shall keep the goods at no cost to us separately from other goods in his possession clearly marked so as to be identified as our property and fully insured against all normal risks with our interests therein noted by his insurers. If the customer does not so insure then all sums owing by the customer to us shall forthwith become due and payable.

Notwithstanding that the goods (or any of them) remain our property the customer may sell or use them in the ordinary course of the customers business at full market value for our account. Any such sale or dealing shall be on the customers own behalf and he shall deal as principal when making such sales or dealings.

Until property in the goods passes from us to the customer the entire proceeds of sale or otherwise of the goods shall be held in trust for us and shall not be mixed with other money or paid into any overdrawn bank account and shall be at all material times identified as our money.

Until such times as property in the goods passes from us to the customer the customer shall at our request deliver upon such of the goods as shall have not ceased to exist or resold by the customer. If the customer fails to do so we may enter upon any premises owned, occupied or controlled by the customer where the goods are situated and repossess the goods. On making of such request the customer rights under sub-paragraph above shall cease.

The customer shall not pledge or in any way charge by way of security for any indebtedness any of the goods which are our property. Without prejudice to our other rights if the customer does so all sums whatsoever owing by the customer to us shall forthwith become due and payable.

In the event of the goods becoming constituents or of being converted into other products whilst sums are due to us, as provided in sub-paragraph above, we shall have the ownership of and title to such other products as if they were the goods and accordingly the provisions of this paragraph shall so far as appropriate apply to such other products.

The customer shall promptly deliver the prescribed particulars of these conditions to the registrar in accordance with the Companies Act 1985 part XII as amended. Without prejudice to any other rights if the customer fails to do so all sum whatever owing to us shall forthwith become due and payable.

#### 11. WARRANTY

All implied terms and conditions and warranties relating to the quality and/or fitness for purpose of the goods are excluded. No warranty is given or shall be implied that the goods are merchantable or are suitable in size, shape, capacity, colour, quality or otherwise for the purpose for which the goods are bought, save as specified below. Any description used shall be subject to reasonable variation.

We are not held liable for any claims in connection with the goods whether in respect of delay, errors, defective packaging or quality or unsuitability of the goods of the negligence of our employees or agents or any other cause of which we are responsible under these conditions unless the same is notified to us in writing within 7 days of delivery of the warranty period as defined in the purchase or service contract, time being of the essence.

In no case shall our liability exceed the cost at our option of replacing any goods the subject of complaint free of charge or of crediting the customer with the invoice value thereof and we are not further or otherwise to be liable in respect of any loss or damage (consequential or otherwise) attributable thereto.

In the event that the customer makes any claim for such loss against any of our employees or agents, it shall pay to us the amount (if any), recovered from such employee or agent and an amount equal to the legal costs (on a full indemnity basis) incurred by such employee or agent in defending or compromising the customers claims. It is a condition of sale that the customer agrees to keep us indemnified at all times in respect of all actions proceedings claim and demands whatsoever which may be made by any third party against us for any loss or damage howsoever arising (including with prejudice the generality of the foreign loss or damage arising out of negligence of our employees or agents) which may be caused by goods sold to the customer, and all costs and expenses incurred by us in connection herewith.

The provisions of this condition are to be in substitution for and to the exclusion of all statutory, common law or other warranties and conditions, express or implied, written or oral save to the extent that exclusion is precluded by the Unfair Contract Terms Act 1977.

#### 12. RETURNED GOODS.

##### (1) Authorisation

Written authorisation must be obtained from us before goods will be accepted for return. When return has been authorised, one copy of the authorisation from must accompany the goods. No goods will be accepted without authorisation.

##### (2) Freight

Freight must be pre-paid by the customer on all goods returned. In the case of defective goods or goods supplied to the customer through our error the customer will receive credit for the cost of freight.

##### (3) Credit

All returns will be inspected and credit given in respect of goods which were not defective or supplied through our error will only be given if the goods are saleable and in complete packs.

A service charge will be applied as follows to all such returns.

Returns within six months from invoice date: 20% of purchase price.

Returns later than six months from invoice date: 30% of purchase price.

No credit will be given if goods are outside their expiry dates.

##### (4) Sterilisation

No goods will be accepted by the company unless a certificate of sterilisation is sent with the goods.

#### 13. GOODS OF OUR MANUFACTURE.

##### (1) Specification

Goods supplied as part of the contract shall be as that specified in company literature subject to alterations in design permitted herein.

##### (2) Patents

Goods supplied as part of the contract shall be produced under ERBE Elektromedizin GmbH registered patent design.

##### (3) Our Company Brochures

All plans, drawings, specifications and other written technical material prepared by us, for use in the contract and the copyright therein shall remain our property and the customer shall not copy or disclose these to third parties without our prior written consent.

##### (4) Inspection and Special Tests

All goods are inspected before despatch and we will not accept responsibility for any damage or loss sustained in the event of the goods being submitted to any special tests unless such tests were specified in the customers order and we have accepted such tests in writing. Colours shall be subject to reasonable variation.

#### 14. GOVERNING LAW.

All orders or contracts shall be governed by English law and all disputes in connection with the same shall be submitted to English courts

#### 15. SERVICE OF NOTICES etc.

Documents shall be considered properly served upon us if sent to our registered office by recorded delivery or upon the customer if sent to his address by recorded delivery.

#### 16. WEEE COLLECTIONS POLICY

(1) The B2B end user is responsible for all liabilities regarding the environmentally sound disposal of this EEE when it becomes WEEE.

(2) The producer has paid no charge to its PCS (Producer Compliance Scheme) for its eventual recovery. However, the PCS's disposal contractor is able to provide a cost effective and environmentally sound disposal of all 13 categories of WEEE

(3) The producer runs a take back service with the following terms and conditions:

- The B2B End User must arrange and fund the carriage of the WEEE to the producers designated point as issued from time to time

(4) For disposal please contact 0845 257 7024 or info@weeeco.com for a free no obligation quote for the removal of WEEE items from a B2B end user.

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