

DAN MEDICA NORTH LTD TERMS AND CONDITIONS

1. Definitions

In these conditions the following words have the following meanings:

“Supplier” means Dan Medica North Ltd.

“Conditions” means the terms and conditions of sale set out in this document.

“Goods” means the goods which are the subject of the Order.

“Purchaser” means the party placing the Order.

“Order” means the order from the Purchaser to the Supplier.

“Services” means the work, labour or services performed by the Supplier under the Order.

“Contract” means any agreement between the Company and the Purchaser for the sale or supply of the Goods to the Purchaser or for the performance of the Services for the Purchaser by the Supplier.

words importing the masculine include the feminine, words importing the singular include the plural and visa versa.

The headings in these Conditions are for convenience only and shall not affect the construction or interpretation of the contract.

2. Acceptance of Conditions

This Contract constitutes the whole agreement between the parties and supersedes any prior written or oral agreement between them. The Purchaser confirms that they have not entered into this Contract on the basis of any representations that are not expressly incorporated in this Contract.

Unless expressly stated to the contrary by the Supplier in writing, these Conditions shall be deemed to be incorporated in any Contract or Order between the Supplier and any third party and shall be deemed to override any terms or conditions which are inconsistent with them which the purchaser may try to introduce.

The placing of the Order shall amount to an acceptance of these Conditions and any conditions stipulated on an order form or elsewhere by the Purchaser shall be void insofar as they are inconsistent with these Conditions.

No variation to these Conditions shall be valid or enforceable unless agreed in writing and signed by a Director on behalf of the Supplier save that any special conditions expressed by the Supplier in any quotation, specification, estimate, contract, written acknowledgement or letter shall form part of these Conditions and in the event of conflict or ambiguity such special conditions shall prevail.

Each Order and its acceptance is to be treated as a separate contract and accordingly if there shall be at any one time more than one contract in the course of performance between the Supplier and the Purchaser and if any question, dispute or difficulty shall arise in respect of any such contract neither the existence of such question, dispute or difficulty nor the terms on which it may be settled shall affect in any way whatsoever other such contracts save that if such question or dispute relates to non-payment of the Purchaser for the Goods supplied to or for the services performed for the Purchaser then the Supplier shall be entitled to cease to perform the said contracts or any of them without liability.

No failure or delay by the Supplier to exercise any right, power or remedy will operate as a waiver of it, nor will any partial exercise preclude and further exercise of the same or some other right, power or remedy.

No waiver or indulgence by the Supplier shall be effective save in relation to the matter of which it was specifically given.

No waiver by the Supplier of any breach of this agreement by the Purchaser shall be considered as a waiver of any subsequent breach of the same or any other provision.

3. Quotation

A quotation by the Supplier to the Purchaser does not constitute an offer by the Supplier to supply the Goods or to perform the Services quoted.

A quotation is valid only for 30 days from the date of quotation.

4. Price

All products set out in the Order are chargeable at the sale price ruling at the date of delivery. Such price shall reflect any tax, duty or other imposition in respect of the product (other than value added tax). Value Added Tax, if applicable will be charged separately at time of delivery.

The Supplier reserves the right by serving written notice on the Purchaser at any time before delivery or performance, to increase the price of Goods or Services to reflect any increase in cost to the Supplier which is due to any factor beyond the control of the Supplier, (including without prejudice to the generality of the foregoing any foreign exchange fluctuation, currency regulation, alteration of duties, increase in the cost of labour, materials or any other cost of manufacture) any change of delivery dates or performance periods, quantities or specification for the Goods or Services which is requested by the Purchaser or any delay caused by any instructions of the Purchaser or failure by the Purchaser to give the Supplier adequate information or instructions.

Catalogues, price lists and other advertising material are indications only of the types of Goods and Services offered and of the price of those Goods and Services and shall not be binding on the Supplier.

5. Payment Terms

Payment due on an order shall be made at the point of purchase or where appropriate agreed in writing by the supplier in full within 30 days of receipt of the goods.

Time for payment of all sums under the Order shall be of the essence. If payment is not made in full by the due date for payment whether the same be demanded or not the Supplier shall be entitled (without prejudice to any other rights it may have):

to charge interest at the rate of 3% above the base lending rate of the Bank of England on all outstanding payments from the date due up to and including the date on which final settlement is made in full; and

to require payment in full before delivery of undelivered good; and

to refuse to make any delivery of any undelivered Goods whether ordered under the Order or not and without incurring any liability whatever to the Purchaser for non delivery or any delay in delivery; and

to terminate any outstanding order.

If any sum due to the Supplier is not paid by the due date the Purchaser agrees to pay an administration charge of £25.00 plus interest on the amount not paid at the rate of 3% above the base rate of the Bank of England accruing from day to day (including the day on which payment was due) both before and after judgement and any additional charge is payable immediately following delivery of the Supplier's invoice particularising it.

The Purchaser shall pay all legal and other costs incurred by the Supplier in recovering sums due from the Purchaser outstanding over the payment terms.

The existence of any query on any individual items in the invoice shall not affect the due date of payment of the balance of the invoice.

The Purchaser shall not be entitled to set off against monies payable to the Supplier any monies which the Purchaser claims to be due from the Supplier regardless of the basis the claim is made.

6. Delivery

Any time or date for delivery of the Goods or performance of the Services given by the Supplier to the Purchaser will be confirmed by an order confirmation. The delivery date is the latest the Goods shall be delivered, they may arrive earlier. The Supplier shall not be liable for any loss or damage howsoever arising by reason of failure on the part of the Supplier to effect delivery to or performance for the Purchaser at the time or date stated.

If the delivery time is extended the Purchaser will have the option to cancel the order and receive no penalties or charges.

Time for delivery shall not be the essence of the Contract.

The Purchaser shall check the Goods delivered upon delivery and shall then sign the delivery note. The delivery note shall be conclusive evidence of full and proper delivery of the Goods and no claim will be accepted by the Supplier for short delivery after the Purchaser has signed the delivery note. If you have no time to check the items please count the boxes and sign for them "unchecked". Any problems or discrepancies must then be reported within 2 working days. If the delivery is signed for as good no claim can be made.

7. Loss or damage in transit

The Supplier shall in no circumstances be liable for any damage or loss from whatever cause which may arise while the Goods are in transit.

In the event of a claim being made the Supplier and the carrier concerned must be notified within three days of delivery, or in the case of non delivery within three days from the receipt of invoice from the Supplier in respect of the Goods concerned.

8. Demo Stock

If you have agreed to purchase some stock as demo products demo stock must clearly be printed on your purchase order.

Demo stock will be charged for as a normal order but can be returned by the Purchaser, at their cost, for a full credit if the stock is undamaged. If demo stock is sold the invoice must be treated as per section 5.

In the case that the demo stock is damaged by the Supplier reserves the right to charge the Purchaser for the cost of the replacement parts – or in extreme circumstances leave the invoice as payable in full.

If demo stock is not returned in its original packing the cost or repacking will be charged to the Purchaser also.

In the case of demo stock not being sold within ninety days from the date of the invoice the product must be returned to the Supplier at their first request at the cost of the Purchaser.

9. Storage

If the Goods are ready for delivery in line with the original order acknowledgement but are held back in accordance with the Purchaser's instructions or if the Purchaser shall fail to accept delivery the Supplier may require the Purchaser to pay its additional delivery charges or;

to pay a reasonable storage fee to be determined by the Supplier which shall apply at the expiry of three days from the date the Purchaser is told that the Good are ready for dispatch or immediately if the Purchaser fails to accept the delivery.

10 Retention of title

Until such time as the Purchaser shall have paid to the Supplier in the full price of the Goods and the price of any other goods the subject of any other Contract with the company:

the goods shall remain the sole and absolute property of the Supplier as legal and equitable owner.

the Purchaser may deal with the Goods and if it does so and improves them, alters them or adds value in any way the Supplier shall be entitled to the additional benefit if it subsequently reclaims the goods.

the Purchaser may sell the Goods in the ordinary course of business but the Supplier may revoke this power by notice in writing to the Purchaser if the Purchaser defaults in payment of the whole or any part of the amount outstanding on the goods.

the Purchaser's power of sale shall automatically cease if it goes into liquidation (other than for the purpose of a bona fide reconstruction or amalgamation) or it convenes a meeting or makes an arrangement or composition with its creditors or it commits any act of bankruptcy or allows execution to be levied against it or its goods or a receiver is appointed over its assets or a winding up order is made against the Purchaser or the Purchaser ceases to trade for any other reason.

immediately upon termination of the Purchaser's power of sale the Supplier shall be entitled to re-take the Goods and to enter the Purchaser's premises to re-take the Goods using reasonable force if necessary to do so.

the Purchaser shall store the Goods under conditions that will prevent deterioration and also where necessary and at the request of the Supplier store particular Goods under special conditions such as may be appropriate to their requirements.

11. Return of goods

Goods may only be returned to the Supplier if the prior written consent of the Supplier has first been obtained.

12. Liability

This condition specifies the entire liability of the Supplier including, without limitation liability in contract and for negligence, other tort, breach of statutory duty or otherwise and in particular but without limitation all other statutory, express, implied or collateral terms, conditions or warranties are excluded. For the avoidance of doubt nothing in the Contract shall in any way limit the liability of the Supplier for personal injury or death resulting from negligence of the Supplier.

Notice of any complaint of damage, defect, variance of quality or description, or shortage in quantity shall be given by the Purchaser in writing to the Supplier within three days after the Goods are delivered or in the case of non-delivery of the whole of the

consignment within three days after receipt of invoice and such notice shall state (save for complaints of short or non-delivery) where and when the Goods may be inspected by the Supplier. Notwithstanding the making of any complaint pursuant to this sub-clause the Purchaser shall remain liable to pay for the full quantity of the Goods to which the invoice relates to the due date.

Provided the Purchaser complies with the provisions of clause 12.2 the Supplier will replace at its own expense any products which differ in quality or description on delivery from the products agreed to be sold and make good any non-delivery or short delivery.

The Supplier shall not be liable for any damage to or deterioration of the Goods due to the unsuitability of storage conditions used by the Purchaser.

The Supplier shall not be liable for any damage to or deterioration of the Goods due to the Purchaser failing to use the Goods in accordance with any instructions provided by the Supplier.

The Supplier shall not be liable for any consequential loss of profits or special loss arising out of any breach of condition, warranty or Contract on the part of the Supplier in respect of the Goods.

The Supplier shall not be liable for any breach of this Contract of delay or failure in the performance of any of its obligations hereunder where such breach, failure or delay has been caused by any event beyond the Supplier's reasonable control including but not limited to Acts of God, act or omission of suppliers, fire, explosion, flood, injunction, strike, lockout (whether or not including the Supplier's staff) and the consequences of any status rules or regulations affecting the supplier.

13. Suitability of the goods

The Supplier assumes that all the Goods ordered from it are suitable for the purposes for which they are required. The Supplier is not required to enquire further from the Purchaser as to the use to which the Purchaser wishes to put the Goods.

14. Subject to Applicable legislation

If any legislation is compulsorily applicable to any business undertaken by the Supplier these Conditions as regards such business shall be read as subject to such legislation and nothing in these Conditions shall be construed as a surrender by the Supplier of any of its rights or immunities or as an increase of any of its responsibilities or liabilities under such legislation and if any part of these terms and conditions are prohibited by or declared void by or repugnant to such legislation such part shall as regards such business be overridden to that extent and not further.

15. Severance and invalidity

In the event that any provision (or part thereof) of these Conditions is declared by any judicial or some other competent authority to be void, voidable, illegal or otherwise unenforceable that provision shall to that extent be deemed not to form part of these Conditions and the enforceability of the remainder of these Conditions shall not be affected.

In the event that any of these conditions shall be found to be void but would be valid if some word, phrase or sentence thereof were deleted then such condition shall apply with such modifications as may be necessary to make it valid and effective.

16. Indemnity

The Purchaser shall indemnify and keep indemnified the Supplier against all actions, claims, proceedings, costs, damages, expenses or liabilities whatsoever or howsoever caused or arising which the Supplier may sustain, incur or pay in connection with the Goods supplied or the Services performed under the Contract save to the extent admitted expressly in these Conditions and save where such actions, claims, proceedings, costs, damages, expenses and liabilities shall have been sustained, incurred or paid as a direct result of the negligence of the Supplier or its servants or agents and can be attributed to no other cause (whether in whole or in part).

17. Notices

The Purchaser must promptly advise the Supplier of any change of address. Any notice including any invoice hereunder sent by the Supplier shall be deemed to have been received by the Purchaser within 48 hours of posting.

18. Proper Law and Jurisdiction

The Contract formed by these Conditions, the Order and its acceptance shall be governed and construed in accordance with the laws of England and Wales. Any disputes arising shall be submitted to the exclusive jurisdiction of the courts of England and Wales.

Prices

All prices are in £ Sterling and are inclusive of carriage charges to UK mainland only (Carriage charges outside UK mainland quoted separately). We reserve the right to change prices without prior notification. All prices are exclusive of VAT. All products are sold at the price ruling on the date of despatch.

Small Order Charge

Orders with a net value of less than £200 will be subject to an £8.50 small order charge.

Returns

Where items are ordered incorrectly: Credit notes issued will be subject to a deduction of 15% of the invoice value, plus the cost of the returned carriage if a collection is made by our carriers. A credit note will only be raised if the returned goods are in a saleable condition.

Contact Details

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