

# Terms & Conditions - Direct Healthcare Group Ltd

\*\* Reference Terms:

## PARTIES

The "Customer" means the person, firm, company or organisation buying goods to be invoiced against. Also, any person, firm, company or organisation to whom or for the benefit of whom the goods may be delivered. This list is not exhaustive. The "Company" means that of Direct Healthcare Group Ltd or a subsidiary of such. The "Goods" means the good completely described within the Company's invoice.

## PRODUCT WARRANTIES

All products carry a minimum of twelve months warranty (unless otherwise stated within the literature, invoice or formal company letterhead) but the Company's Customer Service Department can be contacted for details where a warranty period exceeds twelve months. This does not affect a customer's statutory rights.

## QUOTATIONS

A written quotation will remain open for a period of one calendar month provided the Company has not previously withdrawn it.

## PRODUCT SPECIFICATION

We ensure that all descriptions and illustrations in our literature are clear and accurate. All colours and sizes are approximate. The reproduction of colours is as accurate as photographic and printing processes allow. Due to our policy of continual improvement, some products may vary from those described. The Company reserves the right to amend the specification, construction and/or design of products without prior notice.

## ORDERS

Orders with a value of less than £99.00 (excluding VAT, net of any discount) will attract a £12.00 surcharge, plus VAT, to cover administration and ad hoc delivery costs.

## PAYMENT

Unless otherwise agreed, payment is due within 30 days of invoice. Payment should be made to, and sent to: Direct Healthcare Group Ltd, Withey Court, Western Industrial Estate, Caerphilly, CF83 1BF.

## COMPANY PRICES

All prices quoted are in Pounds Sterling (unless otherwise quoted) and are exclusive of Value Added Tax. The Company reserves the right to vary the price of goods to take account of any increase in the cost of raw materials, manufacture, packing, transport, wages or other overheads.

Prices charged will be those effective at the date of receipt of Customer Order. Payment may be made by cheque or by direct transfer into the Company's Bank Account. Please note that credit card payments carry a 2.5% surcharge. Please contact our Finance Department for the relevant details.

## DELIVERY/HANDLING CHARGES

Stated delivery times are approximate and will not be binding upon the Company. They will not be liable for any costs or damage caused by reason of any delay in delivery. Every effort will be made, however, to adhere to specific requests. The Company reserves the right to make delivery by instalments, where appropriate, and to render a separate invoice in respect of each instalment. Unless the Company otherwise agrees, delivery will be made to the delivery point specified on the order.

Unless otherwise stated on the price list, carriage is not charged on orders over £99 (excluding VAT), net of any discount. Beds, hoists & other bulk items attract additional carriage and handling charges due to their size and weight (contact Customer Services for a complete product listing).

## FORCE MAJEURE

The Company shall not be liable for any loss or damage caused by circumstances beyond the Company's control, including, but not limited to, war, an Act of God, civil disturbance, governmental restrictions, import or export regulations, industrial dispute or difficulties in obtaining labour or materials. Should any such event occur the Company may cancel or suspend a contract without incurring any liability for any loss or damage caused.

## TITLE TO GOODS

Ownership of, or title to, goods only passes to the purchaser on full payment of the appropriate invoice. Goods supplied by the Company shall remain the property of the Company until such time as the goods have been paid for in full.

## CANCELLATIONS

No notice of cancellation of an Order shall be valid unless given in writing and agreed by an authorised representative of the Company. If written notice of cancellations is received by the Company, the Company reserves the right to levy a cancellation charge of 50% of the amount of the Order. If the order is for non-standard product an 80% cancellation charge may be levied.

## NOTICE OF DAMAGE, DEFECT, NON-DELIVERY, OR INCORRECT DELIVERY

If goods arrive damaged, incomplete or incorrect, or if there is a shortage against the quantities specified on the delivery note, notification must be made to the Company within three working days, quoting the customer number and the delivery note number. Any claims made outside this period may not be accepted.

## REFUSED DELIVERIES

Direct Healthcare Group Ltd reserve the right to make a carriage charge plus 20% of the invoice value, for handling and restocking, on all consignments tendered for delivery and which are refused without justification. All goods returned must be in good condition. The Customer will pay in full for goods returned in an unsaleable condition.

## COPYRIGHT

All copyrights shall remain the property of the Company unless otherwise expressly agreed in writing with the Customer and a Company Director.

## BANKRUPTCY / LIQUIDATION

If the Customer, being an individual or, in the case of a partnership, a partner in that firm, whether of limited liability status or not, shall become bankrupt or have a receiving order made against them, or shall enter into a composition or arrangement with his or her creditors, or if the Customer, being a Company or Limited Liability Partnership, shall have an administration order or winding-up order made against it, or a Receiver is appointed; the Company shall have the right to stop Goods in Transit, to suspend further deliveries and to determine any contract with the Customer still in operation. Where goods have passed to the Customer, and where full payment has not been made; the Company has a lien over the goods.

## COMPLAINTS

Should the Customer wish to formally complain, they should write to the Customer Service Manager. The complaint will be promptly acknowledged and should the complaint not be resolved within five working days the Company will provide regular feedback until full resolution.

## INTELLECTUAL PROPERTY RIGHTS

The Customer warrants that any instructions furnished or given by the Customer shall not be such as will cause the Company to infringe any patent or trade mark or other intellectual property right in execution of the Customer's order and shall indemnify the Company against all actions, processing, costs, claims and such demands arising there from, to the extent that such instructions lead to such infringements.

## RENTALS

You must at all times keep the equipment insured with a reputable insurer against any loss or damage for at least the full cost of replacing the equipment as new.

## DECONTAMINATION OF GOODS

Prior to the return of an contaminated (used) goods, the MHRA guidelines: DB 2003(05) Management of Medical Devices Prior to Repair, Service or Investigation should be brought to the attention of whoever is or may be involved with the return.

## RETURN OF GOODS

If any of the goods should be found to be defective and such defects are reported in writing within three working days, the Company may, at its discretion, either repair or replace any parts of the goods, or make an equivalent quantity of the goods available to the customer free of charge ex-works or repay a corresponding proportion of the price to the Buyer but shall not be under any other liability. The Company shall be under no obligation to accept goods returned (e.g. in the case of Customer ordering error, surplus stock, etc.) but where it agrees to do so in writing or by agreement of a Director, a 25% handling charge will apply. Goods ordered specially are non-refundable. No goods should be returned without prior arrangement with the Company and a returns note number being obtained.

## LEGAL

These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales. Any dispute arising under these Terms and Conditions shall be subject to the exclusive jurisdiction of the courts of England and Wales.