

TERMS AND CONDITIONS

Introduction

In these Conditions “the Company” means Hospital Innovations Limited of Concept House, Talbot Green Business Park, Pontyclun, Rhondda Cynon Taff, CF72 9FG and anyone acting on its behalf.

“The Customer” means any person, firm or corporate body buying or offering to buy goods or services from the Company.

The terms upon which the Company is willing to sell goods and services are contained in these Conditions and any additional Conditions to the exclusion of all other terms, conditions, warranties and representations, including in particular any specified by the Customer in any way. No addition to or variation of these Conditions shall be binding unless accepted in writing by a Director of the Company. In the case of any conflict between any specifically agreed terms and any of these conditions the former will prevail.

These Conditions of Trading apply to all purchase orders or requests to supply goods passed to the Company by any means whether verbally, by telephone, fax, mail, e-mail or through one of the Company’s websites.

Acceptance and performance of orders

The Company’s price list, estimates and quotations do not constitute offers made by the Company and in any event the Company may, at its absolute discretion, refuse to accept any order if the Company for any reasons whatsoever so determines. Contractual obligations will arise only on written acceptance of orders or instructions or by the despatch of goods by the Company. The Company may suspend or cancel delivery of performance of any order accepted if the Customer or any person firm or company associated with the Customer is in breach of any contractual obligation to the Company or if the Customer makes any arrangement with or compounds with its creditors, has a receiver, administrative receiver or similar officer appointed, passes a resolution for, has a petition presented for or enters into administration or liquidation, commits an act of bankruptcy, ceases or threatens to cease trading, is or is deemed pursuant to any of the provisions of the Insolvency Act 1986 unable to pay its debts or (where the Customer is an individual) dies or if distress or execution or other process is levied or enforced upon any of the Customer’s assets.

Price and payment

All prices are unless otherwise stated net of all import charges, customs duties, value added tax and similar levies as stated within the Company’s published price list current at the time of order.

Any prices quoted or agreed may be varied by the Company on reasonable notice to take account of increases in costs including (without limitation) the cost of materials, labour, manufacture and carriage, additional customs duties and taxes, exchange rate variations and additional costs incurred as a result of any act or instructions of the Customer. The Customer may cancel its order by notice to the Company within 7 days of notification of any such price variation.

Payment shall be made, unless otherwise agreed, in Sterling such that the full amount due, without deduction or set off whatsoever, reaches the nominated account of the Company within 30 days of the invoice date.

On late payment the Company reserves the right to charge interest on a daily basis, before as well as after any judgement and until receipt by the Company in full, at 3% above the then current HSBC Bank Plc base rate (or in its absence, a reasonable equivalent), compounded monthly, which the Customer shall pay on demand.

If any part of any invoice delivered by the Company to the Customer is disputed in good faith by the Customer then within 7 days of issue of such invoice (or such period as the Company may agree in writing), the Customer shall:

1. advise the Company in writing of the disputed element of the invoice;
2. pay the undisputed part of the invoice in accordance with the terms of these conditions; and
3. deposit the disputed part of the invoice with the Company’s bankers in a designated escrow account to be release (together with interest earned thereon) to the Customer or the Company or both whoever is or are subsequently found to be entitled to such monies.



Failure of the Customer to comply with the provisions of the Conditions in relation to any invoice of the Company will be deemed acceptance of the correctness of such invoice by the Customer.

Delivery

Unless otherwise agreed in writing all orders are subject to a charge for delivery in accordance with the Company's published price list current at the time of order.

The Company shall not be liable to the Customer for any loss or damage whatsoever sustained by the Customer as a result of any failure to comply with an estimated delivery date.

Risk in goods passes to the Customer upon delivery to the Customer's premises.

The Customer is responsible for the goods and for insuring the goods at their full value.

Goods damaged in transit

Upon discovery of damage to goods caused whilst in transit the Customer must immediately report the damage to the Company.

Standard Non-Allograft Refund/Exchange Policy

Without exception all allograft products are excluded from the Company's standard returns policy. If the Customer should wish to return any non-allograft products the following will apply:

1. The return must be authorised by the Company's Customer Service Department prior to the item(s) being returned.
2. The item must be in its original packaging and must not have been used.
3. All returns are subject to a re-stocking charge of 30%.
4. Bespoke or "made to order" items will not be eligible for return.
5. No product will be considered for return after 60 days from the date of delivery.
6. In the event of an exchange the Customer is liable for any difference between the cost of the original item less the re-stocking fee, and the cost of the replacement item.

Any returned items which are non-compliant with the above will be rejected.

When returning a product for repair, or for investigation under the Company's complaints procedures, in accordance with Health and Safety legislation all products must have a decontamination certificate.

Allograft Return for Storage Policy

The Company operates a free of charge storage facility whereby unused allograft item(s) can be stored on behalf of the customer until such time that the customer wishes to use said item. For an allograft item(s) to be eligible for this service the following must apply:

1. A request to return the allograft item(s) has been placed with the Company's Customer Service Department and a collection date agreed. To arrange a collection the Customer must contact the Company by no later than 12pm on the date specified on the five day cool box.
2. The allograft item(s) must be returned to the Company for storage within five days of its despatch. For the avoidance of doubt the date by which the item must be received by the Company is marked on the outside of the five day cool box in which the item(s) is sent.
3. The five day cool box must not have been opened.
4. The allograft item(s) must be returned to the Company in the original five day cool box in which it was delivered.
5. The temperature within the five day cool box must not have risen above -20°C.



6. The Customer agrees that any costs reasonably incurred by the Company relating to the collection and return for storage of an allograft item(s) will be invoiced to the Customer.

7. The Customer agrees that the Allograft Return for Storage facility offered by the Company does not constitute a Sale or Return arrangement and does not remove the Customer's obligation to settle in full invoices relating to the initial purchase, collection or redelivery of that allograft item(s).

The allograft item(s) will be stored at the Company's facility until such time that the Customer requires their redelivery or the expiration of the allograft item(s), whichever is earliest.

Refused Deliveries

The Company reserves the right to charge the Customer for any transport, storage or other costs reasonably incurred if for any reason, the Customer is not able promptly to accept goods tendered for delivery.

Warranty

The Company's warranty obligation is specific to the product type and details can be found within the product literature published in respect of that product. The Customer should refer to this documentation for details.

Liability

Unless specifically directed on the goods packaging, the Customer must store all goods supplied by the Company in a suitable cool, dust-free and dry place. Frozen items must be stored following specific guidelines, which are available on request from the Company. The Company shall not be liable for any defects in the goods caused by abnormal or unsuitable conditions of storage.

The Company shall not be liable for any loss or damage sustained by the Customer resulting from defects in the goods caused by fair wear and tear, fire or accident, or from the Customer's wilful damage to, misuse or neglect of goods; or from unauthorised installation, alterations to or repairs of the goods carried out by the Customer or any third party; or from the Customer's failure to use the goods in accordance with their intended purpose or the Company's instructions.

Express warranties given by the Company are given in lieu of all terms implied in relation to the goods by statute, common law or otherwise, which terms are hereby excluded. The Company shall have no liability for any indirect or consequential losses suffered by the Customer howsoever caused; except that nothing in these conditions shall be taken to exclude the Company's liability for death or personal injury resulting from its negligence.

Force Majeure

The Company shall not be liable for any delay or failure in carrying out its obligations if and to the extent that it is unable wholly or partly to carry out any of its obligations as a result of any circumstances or event beyond its reasonable control including (without limitation) strike, lockout, trade dispute, labour disturbance, difficulty in obtaining labour, materials or transport, the act or omission of a third party, Government action, refusal of license, act of God, war, explosion, fire, flood, storm, nuclear disaster, breakdown of machinery and power failure.

The Company shall as soon as reasonably practicable give the Customer notice of any such event as mentioned above which causes the Company to delay or fail in performance of its obligations.



General

All notices and other communications in connection with any agreement between the Customer and the Company shall be in writing and either delivered by hand or sent by fax, e-mail or first class post, in the case of the Company to such address as it may have notified for such purpose or, in the absence of such notification, to the registered office, and in the case of the Customer to its address last known to the Company. Notices shall be considered served upon delivery in the case of delivery by hand, sending in the case of correct transmission by telex, fax or e-mail and 48 hours after posting in the case of post.

The Company may sub contract or assign to any person any of its obligations or benefits but the Customer may not sub contract or assign any of its obligations or benefits.

The rights of the Company shall not be prejudiced or restricted by any indulgence or forbearance extended to the Customer or by any delay in exercising or failure to exercise any right and no waiver by the Company of any breach shall operate as a waiver of any other or further breach.

All the Company's rights shall be cumulative and not alternative or exclusive of each other or any implied by law. Headings are given for convenience only and shall not affect interpretation.

Any of these Conditions or any part thereof considered by any court or other competent authority to be unenforceable shall be considered severable so as not in any way to affect the remainder of these conditions.

These conditions and any agreement between the Customer and the Company to which these Conditions apply shall be governed by and construed in accordance with English law. The parties agree that the English Courts shall have exclusive jurisdiction to adjudicate any dispute(s) which arises in connection with these Conditions or any agreement as aforesaid save that, as such agreement conferring jurisdiction is for the benefit of the Company only, the Company shall retain the right to bring proceedings against the Customer in any other court which has jurisdiction.