

e-mail: medical@olympus.co.uk website: www.olympus.co.uk

Olympus Medical is an operating division of KeyMed (Medical & Industrial Equipment) Ltd.
Company Reg'd in England at the above address No 966736
VAT Reg No. GB 250 3174 95

Quotation Number A330526-3

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Customer Information:

Jonathan Hughes
Chase Farm Hospital
R & D Central Stores
Via Hunters Way Lavender Hill
Enfield
Middlesex
EN2 8JL

Olympus Contact: Sid Islam
Effective: 05/01/2023
Expires: 31/03/2023

THIS QUOTATION CONTAINS CONFIDENTIAL AND SENSITIVE COMMERCIAL INFORMATION. IT SHOULD NOT BE SHARED WITH OR DISCLOSED TO ANY THIRD PARTY WITHOUT THE PRIOR WRITTEN CONSENT OF OLYMPUS

Part Number / Description:	Unit Price: £	Qty:	Total Price: £
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STROBE AND TNO SCOPE FOR EXPANSION OF SPEECH AND LANGUAGE AND BIOPSY SERVICE

NHS SUPPLY CHAIN FRAMEWORK - PROJECT 32 - LOT 20

THESE PRICES ARE AVAILABLE IN LINE WITH THE NHS SUPPLY CHAIN IMAGING, RADIOTHERAPY, ENDOSCOPY AND ANCILLARY DEVICES FRAMEWORK AGREEMENT (CONTRACT REFERENCE PROJECT 32). TO OBTAIN THESE PRICES, PLEASE CONTACT SIAN CAUSON AT NHS SC ON 0113 3854872, OR E-MAIL SIAN.CAUSON@SUPPLYCHAIN.NHS.UK FOR YOUR UNIQUE REFERENCE NUMBER.

WA97010A CLL-S1 STROBELED LIGHT SOURCE (normal selling price £10,515.00 each)	10,304.70	1	10,304.70
N4479850 GIF-XP170N VIDEO GASTROSCOPE (normal selling price £26,018.00 each)	25,497.64	2	50,995.28

TOTAL BEFORE DISCOUNT: 62,551.00

TOTAL AFTER DISCOUNT: 61,299.98

VAT: 12,260.00

GRAND TOTAL: 73,559.98

TERMS & CONDITIONS OF SUPPLY OF CAPITAL GOODS

1. ORDER REQUIREMENTS

- a) Olympus is an ethical and conscientious medical device manufacturer and repair service provider.
Olympus does not supply Goods or services for use by non-clinical users. It is assumed that You are the intended Legal Owner and the Clinical End User of the Goods requested by You and supplied by Olympus under these terms, for in clinical medical use by You only, subject strictly to the provisions of these terms.
- b) If You are not the intended Legal Owner, in purchasing the Goods from Olympus under these terms, You are acting as agent for the Legal Owner and Clinical End User, and Your purchase on its behalf is subject strictly to the provisions of these terms.
- c) If You are the intended Legal Owner of the Goods, but not the Clinical End User, Your purchase for the Clinical End User's use is subject strictly to the provisions of these terms.
- d) In order to ensure full visibility of supply of Olympus Goods and of the Olympus Warranty (as detailed below), all purchase orders for Goods must clearly identify:
 - i. the intended Legal Owner of the Goods;
 - ii. the Clinical End User; and
 - iii. the Premises at which the Goods will be delivered to and be in use, which must be a registered clinical site.
- e) If You are not the Clinical End User and are:
 - i. the intended Legal Owner of the Goods, the purchase order raised must note that You are placing the order "with regard to"; or
 - ii. not the intended Legal Owner of the Goods (and are therefore acting as agent for the Legal Owner), the purchase order raised must note that You are placing the order "on behalf of", the identified Clinical End User.
- f) Olympus may, in its absolute discretion, decline any purchase order which does not comply with the requirements of clause 1 d) and e) of these terms.
- g) Notwithstanding the above, in the event that Olympus suspects or discovers that supply is not to, or not intended for, in clinical medical use, it reserves the right to reject the purchase order, and any future requests made by You either for or on your behalf or on another's behalf.
- h) This purchase order is subject strictly to these terms, which apply to the exclusion of all other terms provided by any party either prior to or subsequently to the issue of this purchase order.

2. PAYMENT TERMS

- a) For approved credit accounts, payment of any amount is due within thirty days of the date of the invoice raised by Olympus to You in respect of the Goods.
- b) For all other accounts, payment of any amounts by You to Olympus is due in advance of delivery of the Goods.
- c) Olympus reserves the right to withhold delivery if all or any part of the amounts it has invoiced to You in respect of the Goods remain unpaid.
- d) Olympus reserves the right to charge interest on all late payments at a daily rate of 8% above the then prevailing Bank of England base rate.

3. TITLE AND RISK

- a) Title to the Goods shall transfer from Olympus to You on receipt by Olympus of full payment for the Goods.
- b) Until such time as title passes to You, You shall:
 - i. be entitled to use the Goods;
 - ii. hold the Goods as Olympus' fiduciary agent and bailee;
 - iii. ensure the Goods are properly stored and protected; and
 - iv. not create any encumbrance over any of the Goods.
- c) Olympus shall:
 - i. where such Goods have been delivered to You, be entitled to enter into the premises in which the Goods are kept, including where such is the premises of the clinical end user of such Goods rather than of You, and recover such Goods; and
 - ii. where such Goods have been paid for in full by You in advance of delivery, ensure the Goods are properly stored and protected, until such time as title to the Goods passes to You.
- d) Risk in the Goods passes to You on delivery of the Goods to the delivery address specified by You.

4. FREE FROM DEFECTS

- a) The Goods shall be free from defects in workmanship and materials, under normal use and conditions, for a period of one (1) year from the date of delivery.

5. THE OLYMPUS WARRANTY

- a) The Olympus Warranty is distinct from the obligations contained in clause 4 and does not affect those statutory rights. The Olympus Warranty is given in Olympus' complete discretion.
- b) The Olympus Warranty is valid for a one (1) year or three (3) year period, as indicated in the quotation provided by Olympus, commencing on the date of dispatch or commissioning, as applicable (the "**Warranty Period**"), subject to the terms of this clause 5.
- c) The Olympus Warranty is provided for the benefit of the medical use of the Goods by the Clinical End User. The legal sale and purchase relationship is between Olympus and the Legal Owner.
- d) The Olympus Warranty is provided subject to the Goods remaining:
- i. in situ; and
 - ii. in medical use by the Clinical End User only,
 - iii. at the Premises,
- throughout the Warranty Period.
- e) Subject to clause 5(f), if ownership of any of the Goods is transferred by the Legal Owner to a third party during the Warranty Period, notwithstanding any warranty relating to such Goods that is implied and cannot be excluded by law, as the Olympus Warranty is provided for the benefit of the medical use of the Goods by the Clinical End User only, ownership of such Goods will be transferred to the third party without the benefit of the Olympus Warranty.
- f) Notwithstanding Clause 5(e), in the event of a transfer of ownership of a product by the Legal Owner to a third party, where such product remains,
- i. in situ;
 - ii. in clinical use by the Clinical End User only,
 - iii. at the Premises,

Olympus reserves the right, at its sole and absolute discretion, to continue to provide the Olympus Warranty in respect of such Goods for the remainder of the Warranty Period.

- g) In the event of automatic expiration of the Olympus Warranty upon transfer of ownership of such Goods by the Legal Owner to a third party in accordance with clause 5(f), the third party may purchase a service package from Olympus, but not an Olympus Warranty, and such shall be subject to Olympus' sole discretion.
- h) The Legal Owner shall notify Olympus in writing of any transfer of ownership of such Goods no later than ten (10) Business Days before such transfer is due to take effect.
- i) The Olympus Warranty will automatically be invalidated and will terminate in the event that the Goods are serviced, repaired, or otherwise handled by any non-authorised third-party service centre. Only maintenance, services and repairs carried out by Olympus or an authorised service centre are approved.
- j) At the end of the Warranty Period, continued service and repair support may be provided by Olympus subject to its INFOCUS service contract terms. Please contact scp.info@olympus.co.uk or your region's territory manager.
- k) The Olympus Warranty shall be invalidated by, and Olympus shall under no circumstances be responsible for damage and/or losses caused:
- i. by the use of incompatible reprocessing chemicals,
 - ii. intentionally;
 - iii. by repairs or services conducted by a third-party; or
 - iv. by incorrect or negligent packaging of Goods.

Olympus reserves the right to deem any such damage to be excluded from the Olympus Warranty cover and to charge the Customer for the costs of repair of any such damage.

6. NOTIFICATION

If, during a routine maintenance, inspection or repair by Olympus of the Goods conducted under the Olympus Warranty, Olympus has reason to believe or suspect, or identifies, that, in its opinion, a device has:

- i. an actual or potential patient or product safety or adequate use issue, or
- ii. an undetermined issue that requires further investigation,

then Olympus reserves the right to directly contact the Legal Owner and/or the Clinical End User of the Goods and take such action as it deems necessary to address the issue identified or suspected. This will include, but not be limited to, withholding the Goods submitted for a service, maintenance or repair.

7. INDEMNITY

Olympus will indemnify the Legal Owner in accordance with its statutory obligations and has appropriate insurance. Consequential or similar losses are not indemnified.

8. CARRIAGE CHARGES

Standard delivery is free of charge on all orders. Enhanced shipment options are available on request.

9. ORDER ACKNOWLEDGEMENT

No order shall be deemed accepted by Olympus unless and until a dispatch notice has been issued.

10. RETURNED GOODS

- a) Goods returned for credit or exchange may, at the sole discretion of Olympus, be accepted provided such products:
 - i. were purchased within the prior 28 days; and
 - ii. are still in a saleable condition (including the original packaging).
- b) Olympus reserves the right, in its discretion, to refuse to accept the return of unused or non-standard items.
- c) A handling charge of up to 10% of the value of the goods concerned, will be imposed at Olympus' discretion.

11. DELIVERY

Although Olympus makes every effort to deliver the Goods promptly, in line with the delivery indication given in the quotation, it will not be liable for any costs incurred resulting from delays in delivery.

12. ANTI-BRIBERY & CORRUPTION

Olympus adheres to the UK Bribery Act 2010. Our policies document is available upon request. No commercial transaction will be undertaken until our due diligence process has been completed.

Olympus follows all applicable regulatory laws and regularly reviews compliance with regulatory requirements.

13. WEEE - ADVERTISING OUR POLICY AND APPROACH TO CUSTOMERS

As part of Olympus' ongoing commitment to customer service and under the UK Waste Electrical and Electronic Equipment (WEEE) Regulations and the Waste Electrical and Electronic (WEEE) Directive (2001/96/EC), we will use a licensed carrier to collect and recycle electrical waste equipment we have placed on the market from business end-user's premises upon notification and request.

14. EXPORT CONTROL

Goods are shipped in accordance with EC Regulations 1334/2000 & amendments, Council Regulations (EC) 428/2009 and US re-export law, governed by the EAR & legal amendments. Diversion contrary to EU/UK/US law is prohibited.

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15. DATA PROTECTION

- a) To the extent that Olympus processes personal data on behalf of You then the parties agree that the provisions set out in paragraphs (a) to (h) of Article 28(3) of Regulation 2016/679 (the General Data Protection Regulation ("**GDPR**") are incorporated into this Agreement (with You regarded as "**controller**" and Olympus as "**processor**") and this clause 15 shall apply. So far as Olympus has potential access to personal data, a data protection agreement ("**DPA**") in accordance with article 28 GDPR is required. Please request an according DPA from Olympus.
- b) As the controller, You appoint Olympus as a processor to process the personal data (the "Personal Data") solely as necessary to perform its obligations under these terms. The subject-matter, duration, nature and purpose of the processing and type of personal data and categories of data subjects are as determined by the Goods and these terms. You and Olympus agree that Olympus shall be allowed to engage other processors ("**subprocessor(s)**") to process the personal data on its behalf (but shall remain responsible for such processing). Olympus shall keep an updated list of its relevant subprocessors which will be available upon request.

16. AMENDMENTS TO TERMS

Olympus reserves the right to amend these terms from time to time, subject to prior publication of updates by Olympus.

17. GOVERNING LAW

These Terms shall be governed by English law and the exclusive jurisdiction of the English Courts.

TERMS & CONDITIONS OF SUPPLY OF CONSUMABLE PRODUCTS

1. PAYMENT TERMS

- a) For approved credit accounts, payment of any amount is due within thirty days of the date of the invoice raised by Olympus to You in respect of the Goods.
- b) For all other accounts, payment of any amounts by You to Olympus is due in advance of delivery of the Goods.
- c) Olympus reserves the right to withhold delivery if all or any part of the amounts it has invoiced to You in respect of the Goods remain unpaid.
- d) Olympus reserves the right to charge interest on all late payments at a daily rate of 8% above the then prevailing Bank of England base rate.

2. TITLE AND RISK

- a) Title to the Goods shall transfer from Olympus to You on receipt by Olympus of full payment for the Goods.
- b) Until such time as title passes to You, You shall:
 - i. be entitled to use the Goods;
 - ii. hold the Goods as Olympus' fiduciary agent and bailee;
 - iii. ensure the Goods are properly stored and protected; and
 - iv. not create any encumbrance over any of the Goods.
- c) Olympus shall:
 - i. where such Goods have been delivered to You, be entitled to enter into the premises in which the Goods are kept, including where such is the premises of the clinical end user of such Goods rather than of You, and recover such Goods; and
 - ii. where such Goods have been paid for in full by You in advance of delivery, ensure the Goods are properly stored and protected,until such time as title to the Goods passes to You.
- d) Risk in the Goods passes to You on delivery of the Goods to the delivery address specified by You.

3. FREE FROM DEFECTS

- a) The Goods shall be free from defects in workmanship and materials, under normal use and conditions, for a period of one (1) year from the date of delivery.

4. IN CLINICAL USE

- a) Olympus is an ethical and conscientious medical device manufacturer and supplier. It is assumed that the goods supplied under these terms are for clinical medical use only, by the Customer.
- b) Where the Customer is not a clinical end user, it is assumed that the Customer is acting as agent for such clinical end user in purchasing the goods from Olympus under these terms on their behalf.
- c) In the event that Olympus suspects or discovers that supply is not to or not intended for clinical medical use, it reserves the right to withhold and reject the order, and any future orders.

5. INDEMNITY

Olympus will indemnify the Customer in accordance with its statutory obligations and has appropriate insurance. Consequential or similar losses are not indemnified.

6. CARRIAGE CHARGES

Standard delivery is free of charge on all orders. Enhanced shipment options are available on request.

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8. RETURNED GOODS

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- b) The Customer (the controller) appoints Olympus as a processor to process the personal data (the "Personal Data") solely as necessary to perform its obligations under these terms. The subject-matter, duration, nature and purpose of the processing and type of personal data and categories of data subjects are as determined by the product and these terms. The Customer and Olympus agree that Olympus shall be allowed to engage other processors ("**subprocessor(s)**") to process the personal data on its behalf (but shall remain responsible for such processing). Olympus shall keep an updated list of its relevant subprocessors which will be available upon request.

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