

Medimark Scientific Ltd - including all subsidiaries and trading divisions thereof ("the Company")

Terms and Conditions of Sale

1) General

- a. Unless otherwise expressly agreed in writing by a Director [or authorised executive] of the Company all goods are sold upon the following Terms and Conditions and no agent or representative of the Company has any authority to vary or omit these Terms and Conditions or any of them. Any Terms and Conditions printed on the buyer's order forms or in correspondence or elsewhere or implied by trade, custom, practice or course of dealing are binding only insofar as they are not at variance with these Terms and Conditions and they have been specifically agreed to in writing by a Director [or authorised executive] of the company.

2) Quotations and Acceptance

- a. Quotations issued by the Company whether verbally or in writing do not constitute offers and the Company reserves the right to withdraw or revise the same at any time prior to the Company's acceptance of the buyer's order.
- b. The Company reserves the right at any time to refuse to accept orders and cancel any incomplete orders or to suspend delivery, due to circumstances beyond its control.

3) Prices

- a. The prices shown in our price lists are correct at the time of printing but are subject to alteration without notice.
- b. The prices payable for the goods shall be those that pertain at the time of order.
- c. An administration fee of £5 will be added to any order under the value of £25
- d. Unless otherwise specified, prices are exclusive of, carriage, VAT and any other duty or tax payable by the buyer, which shall be added to the price.

4) Delivery

- a. The Company will use all reasonable endeavours to deliver at the time stated but delivery dates shall be regarded as estimates only and not of any contractual effect. The Company shall not be liable for any delay occasioned by any cause whatsoever beyond the Company's control.
- b. In the case of delivery of goods by instalments, the buyer will not be entitled to treat the delivery of faulty goods in any one instalment or the late delivery or non-delivery of any one instalment as a repudiation of the whole contract.
- c. The costs of carriage will be charged to the buyer on the invoice for the goods at the time of despatch.
- d. Deliveries cannot be made to PO Boxes as all goods must be signed for. Please advise of any restrictions to the delivery address at the time of order. Goods will be delivered between the hours of 08.00hrs & 18.00hrs
- e. Economy delivery is charged at £11.25 up to 20kg + 32 pence per kg thereafter but may be subject to change from time to time
- f. Next Day delivery is charged at £16.25 up to 20kg + 32 pence per kg thereafter but may be subject to change from time to time
- g. Deliveries to the Highlands and Islands are subject to charging at the prevailing rate – please note restrictions may apply and these will be advised on each individual order placed.
- h. Deliveries of 200 litre and 1000 litre bulk products are subject to quotation and costs may vary dependent on quantity and location

5) Risk and Title to Goods

- a. The risk in the goods passes to the buyer upon delivery but property in the goods remains vested in the Company and shall only pass from the Company to the buyer upon full payment being made by the buyer of all sums due on whatsoever account or grounds to the Company from the buyer. In the event of the goods being sold by the buyer in such manner as to pass to a third party a valid title to the goods, whilst any such sums are due as aforesaid, the buyer shall be the trustee for the Company of the proceeds of such sale or to the claim for such proceeds and the buyer shall place such proceeds in a separate bank account. The Company's rights under this sub-clause (a) shall attach to the proceeds of such sale. Nothing herein shall constitute the buyer the agent of the Company for the purposes of any such sub-sale.
- b. The buyer agrees that prior to full payment being made as aforesaid, the Company may at any time repossess the goods and enter upon the buyer's premises and remove the goods there from (and dispose of the same in any manner it may decide) and that prior to such payment the buyer shall keep such goods as fiduciary agent and bailee and separate and identifiable for this purpose.

6) Payment

- a. Payment of invoices shall unless otherwise agreed in writing be made in full without any deduction or set-off by the due date stated on the invoice.
- b. Failure to make due payment in respect of any deliveries or instalments under this or any other contract between the buyer and the Company shall entitle the Company to delay, suspend or cancel deliveries in whole or in part at its option.
- c. Any extension of credit allowed to the buyer may be changed or withdrawn at any time. Any credit accounts are payable 30 days from invoice date.
- d. Payment by debit card and credit card are accepted with the exception of American Express. Payments by Mastercard will incur a 2.5% handling fee against the total value of goods.
- e. Orders under £100 must be paid in advance. Account Terms are offered subject to satisfactory credit references.
- f. If payment is not made in full by the due date stated on the invoice:-
 - i. That under the terms of the Late Payment of Commercial Debts (Interest) Act 1998 and the Late Payment of Commercial Debts Regulations 2002, the company have the right to claim interest and compensation for late payments at the rate of 8% above the Bank of England base rate (such interest to accrue on a day-to-day basis from the due date for payment until receipt by the Company of the full amount whether before or after any judgement). The company also has the right to claim reasonable third party debt recovery costs and the right to challenge contractual terms that do not provide a substantial remedy against late payments; and
 - ii. The buyer shall indemnify the Company against all costs and expenses (including any legal costs and expenses on a full indemnity basis) incurred or sustained by the Company in recovering sums due or in exercising its rights pursuant to Clause 5, in each case without prejudice to any other rights or remedies available to the Company.
 - iii. Payment shall be due whether or not property in the goods has passed by virtue of Clause 5 above and the Company shall (without prejudice to any other right or remedy) accordingly be entitled to sue for the price once the same is due even if property in the goods has not passed.

7) Data Protection Notice

- a. Data relating to the Data Subject (Individuals who are the subjects of Personal Data and whose Data is processed by the Data Controller) will be processed by the Data Controllers (A person or organisation which either alone or jointly or in common with other persons determines the purposes for which and the manner in which any Personal Data of the Data Subjects are processed) and will be held securely in confidence and processed for the purpose of carrying out the business of the Data Controllers and associates activities such as insurance, risk assessment and other related activities ("Activities").

- b. The Data Controller may consult with and disclose the Data Subject's Data to third parties such as insurers, credit insurers, credit reference agencies and other carefully selected parties ("Third Parties") who may process the Data also as Data Controllers for the purpose of carrying out the Activities for any business applications made directly or indirectly to the Data Controllers by the Data Subject now or in the future. The Data Controllers may also receive Data on the Data Subject from the Third Parties. The Data will be processed both within and outside the European Economic Area.
- c. The Data Subject can write to the Data Controller:
 - i. If the Data Subject does not have a contractual relationship with the Data Controllers and are objecting to the processing as set out above.
 - ii. The Data Subject requires access to their data held by the Data Controller.
 - iii. The Data subject requires details of any third-party data controllers who also process the Data Subjects Data.

8) Bank Funding, Invoice Discounting, Factoring

- a. Where the customer uses banking facilities or factoring or an invoice discounting company which involves the selling of debtors or using debtors as security, the customer must notify the factoring or invoice discounting company of the Company's interest in the goods and specifically that title in the goods has not passed until the invoice has been paid in full, as set out in 5 above.

9) Liability

- a. The buyer shall inspect the goods upon delivery. The Company will make good at its option by credit or replacement any defects in the goods due solely to defective workmanship or materials which are notified in writing to the Company and, in the case of any defect discoverable upon reasonable examination, such notification must be made within three days from the date of delivery and, in the case of any defect not discoverable upon reasonable examination, such notification must be made within fourteen days of the date such defect is actually discovered provided that :
 - i. The aforesaid obligations on the Company shall not extend to defects caused by wilful damage, negligence (other than by employees or agents of the Company), incorrect storage or application, movement, installation or defects caused by fair wear and tear;
 - ii. The aforesaid obligations on the Company shall in any event only apply for a period of twelve months from the date of delivery.
- b. Save as herein set out and for liability for death or personal injury resulting from negligence on the part of the Company and save for breach of the seller's statutorily implied undertakings as to title, all express or implied conditions, representations or warranties as to description, quality or fitness of the goods or otherwise are expressly excluded.
- c. Save for liability for death or personal injury resulting from negligence of the Company, the Company's aggregate liability under any one claim or under the total of all claims arising from any one act or default of the Company howsoever such a claim or claims arise (be it by negligence, breach of contract, misrepresentation or otherwise) shall in no circumstances exceed £50,000.00 or such greater figure as is from time to time the limit of liability laid down by the Company's insurers in respect of such claims PROVIDED THAT the Company shall not be liable for any consequential or indirect loss or loss of profits or contract whatsoever (whether arising by the Company's negligence or otherwise).

10) Force Majeure

- a. The Company shall not be liable to the buyer for any loss or damage which may be suffered by the buyer as a direct or indirect result of the supply of goods by the Company being prevented, hindered, delayed or rendered uneconomic by reason of circumstances or events beyond the Company's control including but not limited to Act of God, war, riot, strike, lock-out, trade dispute or labour disturbance, accident, break-down of plant or machinery, fire, flood, storm, difficulty of increased expense in obtaining workmen, materials or transport or other circumstances affecting the supply of goods or raw materials therefore by the Company's normal source of supply or the manufacture of the goods by the Company's normal means or the delivery of the goods by the Company's normal route or means of delivery.

11) Legal Interpretation

- a. Any agreement to which these Terms and Conditions apply shall be governed and construed in accordance with English Law and any dispute arising out of or in connection with such agreement shall be determined by the English Courts.

12) Severance and Waiver

- a. In the event of any part of these Conditions being ineffective for any reason, the remainder thereof shall constitute the Conditions binding upon the parties.
- b. Failure or neglect by the Company to enforce at any time any of the provisions hereof shall not be construed as nor be deemed to be a waiver of the Company's rights hereunder nor shall such failure or neglect in any way affect the validity of the whole or any part of these Terms and Conditions and the Company's right to take subsequent action shall not be prejudiced thereby.

13) Returns Policy

- a. We are committed to selling high-quality products we hope you'll enjoy the benefits of them but we also know that, for one reason or another, there may be a time when you need to exchange or return something that you have bought. Please make sure that you check your items carefully within 24hrs of delivery and also before they are used. We also recommend that you keep your order confirmation and the delivery packaging, as you might need it as proof of purchase in the event of any after-sales queries. We know that you will be pleased with your purchases from Medimark Scientific Ltd but if you do need to return anything to us the following policy will assist you.
- b. **Items Damaged in Transit** - If any items were damaged in transit, we ask that you report it to us within 48hrs. If the items are visibly damaged on receipt, it is best to sign the carrier's delivery note accordingly or refuse the delivery. By signing for the goods you are taking ownership and responsibility for their quality. Items should be returned in their original packaging complete with all accessories and documentation. Once received back into our warehouse, we will issue a replacement and issue a credit to your account. A new invoice will be raised for the replacement goods.
- c. **Items Faulty on Arrival / Incorrect Items Delivered** - If your items are faulty or you have been delivered items that you did not order or have received the incorrect items, you have 7 days in which to inform us. Items should be returned in their original packaging complete with all accessories and documentation. Once we have verified the fault, we will issue a replacement and issue a credit to your account. A new invoice will be raised for the replacement goods. We thoroughly test and inspect all returned items, and if a returned item is found not to be faulty by our technicians you will be liable for the return carriage plus administration costs and restocking fees. A breakdown of these will be explained to you when you notify us of a return.
- d. **Items Faulty in Warranty Period** - If any of your purchases develop a fault, and it's more than 28 calendar days since receipt, then provided your item is within its warranty period, you are entitled to a warranty repair or replacement (subject to manufacturers advice). In some cases, manufacturers provide a specialist full on-site service and/or telephone help facility for your convenience which we recommend you use in order to correct the fault quickly. For business customers, all warranty repairs after 28 days of receipt are referred directly to the manufacturer (unless otherwise stated).
- e. **General** - Any items reported or advised outside of the time restraints advised above cannot be returned or replaced.