

GENERAL CONDITIONS OF SALE

DEFINITIONS

In these Terms and Conditions where the context so admits:

"The Company" shall mean not only the selling or supplying company whose name is set out overleaf and on whose behalf these Terms and Conditions have been printed, but shall also if and to the extent appropriate, be deemed to include any subsidiary, co-subsiary, holding or associated company of or successor in title to such company.

"The Purchaser" shall mean any person, firm, corporation or other entity entering into a contract to purchase goods from the Company including if and to the extent appropriate any successor in title to any such entities.

"The Goods" shall mean not only goods sold or supplied pursuant to these Terms and Conditions, but shall also if and to the extent appropriate, be deemed to include any incidental service which the Company has agreed to provide to the Purchaser.

"These Conditions" shall mean the Terms and Conditions here set out.

Headings are for reference purposes only.

TERMS OF CONTRACT

All contracts between the Company and the Purchaser for the sale or supply of any Goods by the Company shall be on These Conditions and the acceptance by the Company of any order from the Purchaser shall be deemed to incorporate These Conditions.

No other terms or conditions whatsoever shall have any force or effect nor shall purported variation of These Conditions be binding upon or have any effect on the Company save in the latter case if and to the extent specifically agreed in writing and signed by a duly authorised officer of the Company or if and to the extent that any dispute arises hereunder and the Company in the absolute discretion decides to accept any such purported variation.

FORMATION OF CONTRACT

Quotations given by the Company are not offers capable of acceptance by the Purchaser and there shall be no binding contract until written acceptance has been given by the Company of the Purchaser's Order. This shall only become effective and a contract for sale and purchase come into effect on the basis that these Conditions are accepted by the Purchaser, and shall override any terms and conditions stipulated, incorporated or referred to by the Purchaser in the order or in any negotiations.

PRICES PUBLISHED IN TRADE LITERATURE

These should be presumed to have been correct at the time of releasing copy to the printers and should only be regarded as such. Prices are subject to alteration without notice and right is reserved to invoice goods at the price in operation at the time of dispatch from the Company's premises.

HANDLING CHARGE

In the view of the disproportionate cost of handling small value orders, a minimum carriage charge will be applied to each order.

DELIVERY

Whilst every effort is made to adhere to delivery date, no liability can be accepted in case of non-delivery or delayed delivery. Deliveries offered ex stock are subject to goods being unsold at the date of receipt of Purchase Order.

PACKING & CARRIAGE

Packing and carriage is charged extra on quoted prices. Goods are suitably packed for conveyance to

delivery address. Additionally, the Company is unable to accept responsibility for shortage in delivery unless notified within 7 days of receipt.

LOSS OR DAMAGE IN TRANSIT

Furthermore, The Company is unable to accept responsibility for damage or missing consignments unless signed for as "Incomplete" or "Unexamined." Claims for non-delivery will not be entertained unless the Company is notified within 14 days of invoice date.

GUARANTEE

Products supplied are subject to manufacturers' warranties and may vary depending on product type. Further information available on request.

DRAWINGS

All drawings issued by the Company remain its property and must be returned by request. They may not be loaned, reproduced, copied or in any way altered wholly or in part without the Company's written authority nor may information injurious to the Company be furnished from them.

RETURN OF GOODS TO SELLER

The Purchaser must obtain approval to return goods to the Company before returning them, and a handling and inspection charge may be levied by the Company. In the case of such goods being consigned by the Purchaser to the Company, carriage & insurance will be the responsibility of the Purchaser.

CANCELLATIONS

Orders cannot be cancelled, altered or suspended except with the Company's written consent and on terms which will indemnify the Company against all losses.

ACCEPTANCE

In accepting proprietary goods delivered by the Company, the Purchaser shall be deemed to accept the Company's Conditions of Sale as if the Purchaser was dealing with the Company. The Company reserves the right to consider quotations invalid unless the order is received within 90 days from date thereon.

TECHNICAL ADVICE

The Company, at the request of the Purchaser, may, without being under any obligation to do so, furnish technical advice with reference to the use of the goods or materials sold hereunder, but on the express understanding that any such advice or assistance given and accepted is at the Purchaser's risk and the Company shall not be liable for any loss, damage or claims arising therefrom this contract or any other.

PAYMENT

Unless otherwise, expressly agreed terms for payment are cash with order. Goods will be invoiced either when they are dispatched by the Company or if completed and ready for dispatch, at the agreed date for dispatch whichever is the earlier. Non-payment strictly 30 days from date of service shall entitle The Company without prejudice to any other rights to:

- i) suspend any further deliveries of Goods whether under this contract or any other
- ii) require payment immediately of all outstanding invoices whether in respect of this contract or any other
- iii) repossess the Goods (the Purchaser granting the Company all necessary access) and
- iv) add a 5% surcharge for each 30 days over above specified term

The Purchaser shall not be entitled to delay payment of the price or any part thereof on the grounds that it has a claim or set off against the Company.

RISK

The Purchaser shall be liable for all risks to Goods supplied from the time of delivery to the Purchaser notwithstanding that title to the Goods has not passed by virtue of condition (Title below). The Purchaser should therefore insure the Goods against the usual risks.

TITLE

Goods sold will remain the property of the Company until all sums due to the Company from the Purchasers, whether in respect of the Goods or otherwise, are paid to the Company. In the event of any default by the Purchaser in payments of any such sum, the Company shall be entitled to retain or regain possession of the Goods. Notwithstanding the above Purchaser shall be free to sell any goods in the ordinary course of business so as to pass good title to any third party provided always that claims for proceeds from such resale be deemed to be assigned to the Company and proceeds from such resale received by the Purchaser shall be held by the Purchaser on trust for the Company to the extent necessary to effect full payment to the Company and the Purchaser shall, if required by the Company, immediately upon such resale notify the Company with full details of each resale.

The Company shall be entitled to notify the ultimate Purchaser that such resale price is to be paid direct to the Company and the Purchaser hereby appoints the Company as its agent to collect, or if the Company so chooses, the Purchaser shall be deemed to have assigned to the Company its rights to payment of such resale price or the appropriate part thereof and in either case, the Purchaser hereby appoints the Company or whoever the Company may decide to act as attorney for and in the name of the Purchaser, to do all things and sign all papers and execute such deeds as are necessary or requisite to give effect to the foregoing.

Until the full purchase price has been paid, Goods remaining in the Purchaser's possession and the proceeds of sale thereof shall be held by the Purchaser on trust for the Company which shall be entitled to terminate such trust at any time without notice and the Purchaser hereby grants the Company irrevocable license to enter upon the Purchaser's premises to recover the whole or any part of the Goods which in the meantime shall be stored separately from other goods and in such a way as to clearly identify them as the Company's property.

Recovery by the Company of the Goods or receipt of the proceeds of resale pursuant to These Conditions, shall be without prejudice to the right of the Company to take action against the Purchaser for the recovery of sums due to it to the extent that the Goods recovered or proceeds of resale received do not have sufficient value to cover the sums due to the Company and any costs and expenses incurred.

NOTICES

All notices relating to Goods supplied under These Conditions shall be in writing and delivered to the addressee at its address shown in the contract, or its last known business address as subsequently notified to the sender.

POLICY

It is the Company's policy to continuously develop and improve its products. The Company reserves the right to modify or change the specification of its products at its convenience and without prior notice.

PROPER LAW

This contract shall in all respects be constructed and will operate as an English Contract in conformity with English Law and the parties hereto submit to the jurisdiction of the English Courts. The interpretation of the English edition shall prevail over any translation. If any part of These Conditions is held by any Court or Tribunal to be unenforceable or void, this shall not affect the remainder of this contract which shall continue in full force and effect.

These conditions supersede all previous conditions published by the Company.

DISTRIBUTOR (Additional T&Cs)

1. **DEFINITION**

A Distributor is defined as any Company that possess a current, valid, signed Distributor Agreement

2. **DURATION**

All Distributor agreements have a duration of 3 years. To continue to be valid, they must be resigned & dated. There will be an annual review of progress with each Distributor.

If either party fails to meet their obligations, the agreement can be terminated without notice.

Either party can discontinue the agreement without cause, by giving 6 months' notice.

3. **DISTRIBUTOR – RIGHTS / OBLIGATIONS**

TERRITORY

A distributor will be allocated sole distribution rights for Anetic Products (Patient Trolley, Day Surgery Trolley, Tourniquet), to a defined Territory. In return for the following:

a) **BRAND**

They will sell the Products under their Anetic Brand Names. Products will not be rebranded without the express written permission of the Company.

b) **DEMONSTRATION EQUIPMENT**

They will purchase & hold Demonstration Stock of Trolleys & Tourniquets. The Models / Quantities held will be recorded & supplied to the Company on request. Should Demonstration Stock be sold it will be replaced promptly.

c) **VIGILANCE & REGULATORY REQUIREMENTS**

The Distributor will maintain a list of all Anetic capital equipment sold, recording Model, Serial Number, Date Delivered, Customer's Name & Address & contact details. This will be supplied to the Company on request.

The Distributor undertakes to recall and/or advise its customers if the Company reports any fault with its capital equipment.

The Distributor must advise the Company of any problems, complaints or feedback from its customers in connection with the Company's products. All faults must be promptly reported to the Company.

The Distributor will inform the Company within one working day (including documentation & photos) of any adverse event (a serious issue as defined by local legislation). The Distributor will assist the Company in reporting such events to the Competent Authority.

The Distributor will adhere to any applicable regulatory requirements at all times.

The Company will keep the Distributor informed of any changes/updates to its products & advise of any alterations or amendments that may be required.

d) CUSTOMER SUPPORT / PRODUCT MAINTENANCE

The Distributor will train their customers how the equipment should be operated.

The distributor is responsible for carrying out any warranty repairs. The company will advise & supply any parts free of charge.

The distributor will provide a maintenance service on products sold for a period of 10 years. To this end they will hold a sufficient stock of parts to be able to service their Customers' equipment promptly & efficiently.

e) TRAINING

The Distributor agrees to undertake formal training as required by the Company & any supplementary training for new products / modifications to existing products.

Maintenance Training will normally be conducted at the Company's premises.

f) ORDERING

Orders must be placed with an Official Distributor order number & must specify the Company's product codes for each item as shown on the current version of the Distributor Price List. The Company will then issue an Order Acknowledgement, which will be considered as approved if the Distributor does not advise within 2 working days of receipt.

Stock items may be ordered in any combination of products, but ideally in quantities of 30, once the Distributorship & an agreed stock holding is established.

g) SALES FORECASTS

The Distributor agrees to provide a Detailed Sales Forecast quarterly to the Company.

e) ETHICAL STANDARDS

The Company complies with the UK Bribery Act 2010 & the ABHI Code of Practice with regard to customer relations & expects the same standards from its Distributors. Failure to uphold these standards would result in instant termination of the Distributor agreement

f) CONFIDENTIALITY

The Distributor undertakes not to release any information, data, drawings, instructions or knowledge gained from or provided by the Company, to any third party, without the Company's express written permission, during or after the period of the agreement.

4. **THE COMPANY – RIGHTS / OBLIGATIONS**

a) **TRAINING / LITERATURE**

The company will supply Operating Instructions for each item of equipment in English. If translation is required, this must be provided/approved by the Company.

The company will supply digital sales literature in English for each product. If translation is required, this must be provided/approved by the Company.

b) **MANUFACTURER'S WARRANTY**

ALL capital equipment comes with a 1 year manufacturer's Warranty. Additionally, Trolleys sold outside the UK also benefit from an International 3 year warranty (If the trolley fails due to faulty materials or workmanship, the Company will supply any replacement parts , free of charge, up to year 3).

c) **PRICING**

Prices are set annually on 1st of April. In exceptional circumstances, the Manufacturer reserves the right to increase prices at any time, with 30 days notice.

d) **PACKAGING & DELIVERY**

Goods are packed suitably for transport to the delivery address. Any goods returned to the Company must be packed to a similar standard.

Transport responsibility is covered by the latest ICC INCOTERMS.

e) **INVOICING**

Unless otherwise agreed, invoices will be raised in GBP

f) **PAYMENT**

Payment must be made in accordance with the agreed terms. Title to the goods passes once full payment has been received by the Company.

ANETICARE MAINTENANCE (additional T&Cs)

1. **WARRANTY**

All Anetic Trolleys & Tourniquets come with a 1 year Manufacturer's Warranty against defects in materials or workmanship. The Company will repair / replace Components as it considers appropriate. Damage caused by misuse or unauthorized modification of the Product is excluded.

2. **PREVENT PREMIUM CONTRACT (Extended Warranty)**

The Company offers a Maintenance Contract "Prevent Premium" for its UK located Trolleys (Patient Transport & Day Surgery) & Tourniquets. The contract is available for the life of the Trolley (10 years) & Tourniquets (7 years). This includes a planned annual maintenance visit plus a breakdown and repair service (equipment failure caused by misuse / modification is excluded). Labour, travel & most parts are included. Cosmetic & Consumable parts are excluded. They will be charged at list price less a discount. A complete list of parts is available on request.

This contract is available once the Warranty period has expired. If a Customer wishes to enter such a contract at a later date, they must first pay for a full service and any parts required.

In general, repairs & maintenance will be carried out at the Client's premises during normal working hours (Mon to Fri 8am – 5pm, excluding bank holidays). Dates & Times will be agreed with the Client. Failure to locate / make equipment available for service, which leads to extra visits, will be chargeable.

In the event that equipment needs to be returned to the Company's premises, the costs of transportation will be chargeable.

If the Company supplies Loan Equipment, a charge will be made.

3. **PREVENT CONTRACT**

This contract provides an annual preventative maintenance visit & a discount off list prices of parts. Call out & Labour charges to complete repairs are chargeable.

4. **NON-CONTRACT REPAIRS**

Parts are charged at list price & Call out & Labour charges will be made.

5. **GENERAL**

Maintenance Contracts are payable in advance of the Contract Start Date.

Cover will commence from the Contract Start Date. Where a Hospital has more than 1 contract, the Company shall endeavour to make all contracts co-terminous to reduce renewal administration for both the Client & the Company & to permit an annual review of all of the Company's equipment at the Client's site.

The Company is not responsible for any consequential losses that may result from the unavailability of the equipment, nor for any failures caused by the Client not arranging to service & maintain the equipment in accordance with the Manufacturers' guidelines.

Once a Maintenance Contract has been signed, no credits will be issued by the Company for equipment which the Client wishes to remove or cannot be located.

6. CLIENT OBLIGATIONS

The client, by payment as acceptance of these terms, will:-

- (a) Ensure only competent, fully trained staff are allowed to operate the equipment.
- (b) Ensure that the equipment is only operated, cleaned, disinfected & stored as prescribed by the IFU.
- (c) Make no addition, modification or adjustment to the equipment without prior consent from the Company.
- (d) Locate and make available all equipment required on the mutually agreed date(s) between the hours stated in 2.
*Equipment which is not located and made available on the agreed date(s) will be deemed "attended to" and will not be revisited during the contract period - additional visits, if requested by the client for PPM, corrective or Call-out visits during the remainder of the contract period, will be charged as extra.
- (e) Provide an adequate, safe and (where feasible) uninterrupted working environment for The Company. or their appointed agent for the purposes of maintenance during the entirety of their site time.
- (f) Ensure that equipment is adequately cleaned & disinfected prior to maintenance or return to The Company. The Company, or their appointed agent reserve the right to refuse to maintain contaminated equipment
- (g) Ensure that only The Company. or their appointed agent carry out maintenance on the equipment without prior consent from The Company.
- (h) Accept sole responsibility for equipment which is not located and made available on the agreed date(s) or if in breach of (g) in the event of an incident, accident or injury occurring due to a subsequent equipment breakdown or failure.

7. THE COMPANY'S OBLIGATIONS

The Company, by receipt of the relevant payment as acceptance of these terms, will:-

- (a) Ensure only competent, fully trained staff are allowed to maintain the equipment.
- (b) Attend site on the mutually agreed date(s) for sufficient a time period to carry out the scheduled maintenance.
- (c) Ensure the Company. or their appointed agent work in a considerate and safe manner.
- (d) Ensure equipment, it's ancillary accessories and the working environment provided, are returned in an "as found" state on completion.

8. POWER ASSISTED LITHOTOMY STIRRUPS

The Company offers a "Prevent" contract only, & a "Return to Base" repair service. The Client will receive a quote. On acceptance & receipt by the Company of a Purchase Order, the Client shall arrange & pay for the transport of the Stirrups to the Company where the repair will be made.