

**S. J. Hales Practice Limited**  
**Business Terms**

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| <b>Definitions</b>         |   |          |  |
| "Business Day"             | a day other than a Saturday, Sunday or public holiday;  | 4.4      | Except as provided in this clause 4, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 4.1.  |
| "Conditions"               | the terms and conditions set out in this document as amended from time to time in accordance with clause 13.4;  | 4.5      | The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.  |
| "Contract"                 | the contract between the Supplier and the Customer for the sale and purchase of the Goods in accordance with these Conditions;  | 4.6      | These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.  |
| "Customer"                 | the person or firm who purchases the Goods from the Supplier;   | <b>5</b> | <b>Returns</b>   |
| "Force Majeure Event"      | an event or circumstance beyond a party's reasonable control;   | 5.1      | The return of Goods other than in accordance with 4 will be at the Suppliers discretion. The Customer must contract the Supplier to request a return prior to returning the Goods to the Supplier.   |
| "Goods"                    | the goods (or any part of them) set out in the Order;   | 5.2      | The Customer shall be responsible for the all costs associated with the return of any Products to the Supplier.  |
| "Order"                    | the Customer's order for the Goods, as set out the Customer's purchase order form, the Customer's written acceptance of the Supplier's quotation, or overleaf, as the case may be;  | 5.3      | The Supplier shall not accept the return of any of the following Goods:  |
|                            |   | 5.3.1    | any sterile goods or goods with a product licence will not be accepted if the seal or outer packaging has been damaged or removed;   |
| "Supplier"                 | S. J. Hales Practice Limited registered in England and Wales with company number 5976065.   | 5.3.2    | pharmaceuticals cannot be accepted for return unless they are the subject to clause 4; or  |
|                            |   | 5.3.3    | equipment not in original packaging, or which has been used or in un-saleable condition.   |
| <b>1 Basis of contract</b> |   | 5.4      | The Supplier will reimbursement any sums paid for the Goods within a reasonable period of time following the return of the Goods by the Customer. The Customer shall be liable for any diminished value of the Goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the Goods. |
| 1.1                        | These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.  |          |  |
| 1.2                        | The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order are complete and accurate.   |          |  |
| 1.3                        | The Order shall only be deemed to be accepted when the Supplier issues an acceptance of the Order or upon delivery of the Goods, at which point the Contract shall come into existence.   | <b>6</b> | <b>Title and risk</b>  |
| 1.4                        | The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.   | 6.1      | The risk in the Goods shall pass to the Customer on completion of delivery.  |
| 1.5                        | Any samples, drawings, descriptive matter or advertising produced by the Supplier and any descriptions or illustrations contained in the Supplier's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract nor have any contractual force.                            | 6.2      | Title to the Goods shall not pass to the Customer until the earlier of the Supplier receives payment in full (in cash or cleared funds) for the Goods and the Customer resells the Goods, in which case title to the Goods shall pass to the Customer at the time specified in clause 6.4.   |
| 1.6                        | A quotation for the Goods given by the Supplier shall not constitute an offer. A quotation shall only be valid for a period of 20 Business Days from its date of issue.   | 6.3      | Until title to the Goods has passed to the Customer, the Customer shall:   |
|                            |   | 6.3.1    | store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;  |
|                            |   | 6.3.2    | not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;   |
|                            |   | 6.3.3    | maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;   |
| <b>2 Goods</b>             |   | 6.3.4    | notify the Supplier immediately if it becomes subject to any of the events listed in clause 8.1; and   |
| 2.1                        | The Goods are described in the Supplier's catalogue, on the Supplier's website or in accordance with the Customer specification.  | 6.3.5    | give the Supplier such information relating to the Goods as the Supplier may require from time to time.  |
| <b>3 Delivery</b>          |   | 6.4      | Subject to clause 6.5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Supplier receives payment for the Goods. However, if the Customer resells the Goods before that time:  |
| 3.1                        | The Supplier shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (" <b>Delivery Location</b> ") at any time after the Supplier notifies the Customer that the Goods are ready.   | 6.4.1    | it does so as principal and not as the Supplier's agent; and   |
| 3.2                        | Delivery is completed on the completion of unloading of the Goods at the Delivery Location.   | 6.4.2    | title to the Goods shall pass from the Supplier to the Customer immediately before the time at which resale by the Customer occurs.  |
| 3.3                        | Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods. | 6.5      | If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 8.1, then, without limiting any other right or remedy the Supplier may have:  |
| 3.4                        | The Supplier may deliver the Goods by instalments, which may be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.   | 6.5.1    | the Customer's right to resell the Goods or use them in the ordinary course of its business ceases immediately; and  |
|                            |   | 6.5.2    | the Supplier may at any time:  |
|                            |   | (a)      | require the Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product; and  |
|                            |   | (b)      | if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.   |
| <b>4 Quality</b>           |   | <b>7</b> | <b>Price and payment</b>   |
| 4.1                        | The Supplier warrants that on delivery the Goods shall conform with their description and be free from material defects in design, material and workmanship.  | 7.1      | The price of the Goods shall be the price set out in the Order, or, if no price is quoted, the price set out in the Supplier's published price list in force as at the date of delivery.   |
| 4.2                        | Subject to clause 4.3, if:  | 7.2      | The Supplier may, by giving notice to the Customer at any time before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:   |
| 4.2.1                      | the Customer gives notice in writing to the Supplier within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 4.1;   | 7.2.1    | any factor beyond the Supplier's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);   |
| 4.2.2                      | the Supplier is given a reasonable opportunity of examining such Goods; and   | 7.2.2    | any request by the Customer to change the delivery date(s), quantities or types of Goods ordered; or   |
| 4.2.3                      | the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Customer's cost, the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods.   | 7.2.3    | any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions.   |
| 4.3                        | The Supplier shall not be liable for the Goods' failure to comply with the warranty set out in clause 4.1 in any of the following events:   | 7.3      | The price of the Goods:  |
| 4.3.1                      | the Customer makes any further use of such Goods after giving notice in accordance with clause 4.2;   | 7.3.1    | excludes amounts in respect of value added tax (" <b>VAT</b> "), which the Customer shall additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice; and   |
| 4.3.2                      | the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;   | 7.3.2    | excludes the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to the Customer.  |
| 4.3.3                      | the Customer alters or repairs such Goods without the written consent of the Supplier;  | 7.4      | The Supplier may invoice the Customer for the Goods on or at any time after the completion of delivery.  |
| 4.3.4                      | the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or   | 7.5      | The Customer shall pay the invoice in full and in cleared funds within 30 Business Days of the date of the invoice. Payment shall be made to the bank account nominated in writing by the Supplier. Time for payment is of the essence.  |
| 4.3.5                      | the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.   |          |  |

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| 7.6       | If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 4% per annum above TSB Bank Plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.    | 12.2      | The Customer shall not dispose of the Goods or the replacement Goods other than in accordance with the Regulations.   |
| 7.7       | The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Supplier may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.  | 12.3      | The Customer agrees to indemnify and keep indemnified the Supplier from and against any and all loss, damage or liability (whether criminal or civil) suffered and legal fees and costs incurred by the Supplier resulting from a breach of this clause.  |
| <b>8</b>  | <b>Termination</b>  | <b>13</b> | <b>General</b>  |
| 8.1       | Without limiting its other rights or remedies, the Supplier may terminate this Contract with immediate effect by giving written notice to the Customer if:  | 13.1      | Assignment and other dealings   |
| 8.1.1     | the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 10 days of that party being notified in writing to do so;  | 13.1.1    | The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.   |
| 8.1.2     | the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;   | 13.1.2    | The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Supplier.   |
| 8.1.3     | the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or   | 13.2      | Confidentiality   |
| 8.1.4     | the Customer's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.  | 13.2.1    | Each party undertakes that it shall not at any time after termination of this agreement, disclose to any person any confidential information concerning the business, affairs, customers, product pricing, clients or suppliers of the other party except as permitted by clause 13.2.2.  |
| 8.2       | Without limiting its other rights or remedies, the Supplier may suspend provision of the Goods under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in clause 8.1.1 to clause 8.1.4, or the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment. | 13.2.2    | Each party may disclose the other party's confidential information:   |
| 8.3       | Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.   | (a)       | to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 13.2; and   |
| 8.4       | On termination of the Contract for any reason the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest.  | (b)       | as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.   |
| 8.5       | Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract that existed at or before the date of termination.   | 13.2.3    | No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.   |
| 8.6       | Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.   | 13.3      | Entire agreement  |
| <b>9</b>  | <b>Indemnity by Customer</b>  | 13.3.1    | This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.   |
|           | The Customer agrees to indemnify the Supplier against any damages, losses, costs, claims or expenses incurred by the Supplier in connection with any claim made against the Supplier by any third party for any loss, injury or damage wholly or partly caused by the Goods or their use. This clause will not, however, require the Customer to indemnify the Supplier in respect of any claim arising as a result of the Supplier's negligence.                           | 13.3.2    | Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.   |
| <b>10</b> | <b>Limitation of liability</b>  | 13.4      | Variation   |
| 10.1      | Nothing in these Conditions shall limit or exclude the Supplier's liability for:  |           | No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).   |
| 10.1.1    | death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);  | 13.5      | Waiver  |
| 10.1.2    | fraud or fraudulent misrepresentation;  |           | No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.   |
| 10.1.3    | breach of the terms implied by section 12 of the Sale of Goods Act 1979; or   | 13.6      | Severance   |
| 10.1.4    | defective products under the Consumer Protection Act 1987; or   |           | If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.                         |
| 10.1.5    | any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.  | 13.7      | Notices   |
| 10.2      | Subject to clause 10.1:   | 13.7.1    | Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service or commercial courier. |
| 10.2.1    | the Supplier shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and   | 13.7.2    | A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 13.7.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.   |
| 10.2.2    | the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 100% of the price of the Goods.  | 13.7.3    | The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.   |
| <b>11</b> | <b>Force majeure</b>  | 13.8      | Third party rights  |
|           | Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from a Force Majeure Event.   |           | No one other than a party to this Contract shall have any right to enforce any of its terms.  |
| <b>12</b> | <b>Waste Electrical and Electronic Equipment ("WEEE") Regulations 2006 (as amended) (the "Regulations") WEEE No: WEEE/FK0399UU</b>  | 13.9      | Governing law   |
| 12.1      | The Customer shall be responsible for the costs of collection, treatment, recovery and environmentally sound disposal of the Goods and any replacement Goods in accordance with the Regulations.  |           | The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.   |
|           |   | 13.10     | Jurisdiction  |
|           |   |           | Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.   |