

# Terms and Conditions

## 1. Definitions

In these Conditions “the Seller” means the relevant trading entity of OrthoD Group Ltd. as the case may be; “the Buyer” means the person, firm, company or other body purchasing the goods, materials or services, “the Product” the subject of the Contract between the Seller and the Buyer.

## 2. Exclusive Effect

An Order made by the Buyer is made subject to these Conditions and his signature to the Order indicates that he has read and approved and fully accepts these Conditions of Sale and the design, layout and specifications submitted. No variation of these Conditions shall be effective unless evidences in writing and signed by a Director of the Seller. No other representative of the Seller has power to vary or waive them.

## 3. Price

- (1) Prices quoted are ex-warehouse and those prevailing at the date of the dispatch. The price quoted is subject to change without notice. Any increase in or reduction to the cost on the Quotation caused by a genuine error or omission or for any reason beyond the control of the Seller, shall be accepted by the Buyer.
- (2) All prices are, where relevant, subject to Value Added Tax at the rate prevailing at the time of invoicing.
- (3) Any work earned out by the Seller at the request of the Buyer which is not included in the original Quotation, shall be paid for separately and not as an inclusive figure unless otherwise agreed in writing by the Seller.

## 4. Payment

On the terms and subject to the stipulations which shall be strictly observed by the Buyer. Payment will be in the currency indicated on the sales invoice. The Seller reserves the right to charge statutory interest at the rate of 8% over the current Bank of England base rate per month on overdue accounts. Payment terms are 30 days from the date of invoice unless otherwise agreed in writing.

## 5. Delivery

- (1) It is the Buyer’s responsibility to arrange all deliveries unless otherwise agreed in writing. Carriage charges will be made in accordance with the relevant price list.
- (2) The Seller will use its best endeavours to adhere to delivery dates quoted but time shall not be of the essence of the contract. In no circumstances shall the Seller be liable for loss or damage arising from any delay in delivery howsoever caused.
- (3) If the Buyer is unwilling or unable to accept the delivery on the date when it falls due, the Seller shall nevertheless have the right, in addition to any other rights granted by these Conditions, to make an additional delivery charge.

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### 6. Performance

- (1) All particulars, illustrations, descriptions, specifications and drawings contained in the Seller's brochures, catalogues, price lists and other advertising matter are intended merely to present an idea of the goods and/or services described therein. The Seller shall not be liable for any variation of goods and/or services from those specified in such advertising matter.
- (2) The supply of goods does not include installation, electrical, or other work unless specifically included in the Schedule attached to the Quotation. The Seller is under no obligation to install the goods unless otherwise agreed in writing.
- (3) Where the Quotation so requires, the Seller undertakes to carry out any installation works with the utmost care but shall not be held liable for accidental breakage or other damage howsoever occurring (except that occurring as a result of the negligence of the Seller its servants or agents).
- (4) In the event of any goods requiring attention or exchange after completion of the installation for reasons not the fault of the Seller whether carried out by the Seller or otherwise, the Buyer shall be responsible for payment in respect to the additional costs incurred as a result of such work.

### 7. Drawings

Drawings prepared by the Seller in connection with designs that formed the basis of Quotations remain the property of the Seller and shall not be reproduced or used other than in the course of work being carried out by the Seller. The copyright therein shall belong to the Seller.

### 8. Property and Risk

The risk for insurance and other purposes in the goods shall pass to the Buyer ex-warehouse, or to the Buyer at the point of delivery in the event that carriage is arranged by the Seller.

Notwithstanding delivery and passing of risk the property in the goods supplied by the Seller under this contract shall remain in the Seller until the Buyer has paid all monies owed by it to the Seller under this or any other contract or otherwise.

### 9. Liability for defective goods and/or services

- (1) Without prejudice to the Buyer's statutory rights, if any goods, or services supplied by the Seller under this Contract are found to be defective due to faulty materials supplied by the Seller and/or workmanship of the Seller, written notice of any claim for damages or other compensation must be made in writing to the Seller within 5 working days of receipt of the goods or completion of the usage as the case may be.
- (2) Shortages must be notified to the Seller in writing within 3 working days of delivery. Claims will be void if notifications are not made within this period.

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### 10. Limit of Liability

The Seller shall not be liable for delays in delivery or non-delivery of any Product resulting from any cause beyond its control including, without limitation, an act of God, fire, flood, strike, lockout, factory shutdown or altercation, act of civil or military authority, priority request, order of any national or local government or any department, agency or representative thereof, insurrection, riot, war, embargo, transportation shortage or delay whether accident, wreckage or inability to obtain labour, material or piece of goods from their respective usual sources.

### 11. Legal Construction

Every Contract to which these Conditions of Sale apply shall be construed and operate in accordance with English Law. 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 the Contract, which shall continue in full force and effect.

### 12. Catalogue Numbers

Full catalogue numbers must be quoted on all orders; the use of incorrect catalogue numbers may result in the wrong product being dispatched and subject to a handling charge.

### 13. Consigned/Rented/Leased Goods

The consigned/rented/leased goods are and shall remain the property of the Seller. As Such:

- (1) They shall not be lent or given to any person
- (2) They shall not be removed from the area of agreed distribution without authorisation from the Seller.
- (3) They must be kept in a safe and secure area.

### 14. Returns

The return of goods to the Seller can only be accepted within 30 days of the invoice date, and only with prior written authority from the Seller. Goods ordered in error, which are accepted by the Seller for return for credit, will be subject to a 20% handling charge.