

Terms and Conditions of Sale

1. Definitions

In these terms and conditions:

- 1.1 **'The Seller'** shall refer to the trading entity of Marlux Medical Limited, with a registered office at Bourton Industrial Park, Bourton-on-the-Water, Gloucestershire, GL54 2HQ, UK, as applicable.
- 1.2 **'The Buyer'** shall refer to any person, firm, company, trust, or other entity that purchases or agrees to purchase Goods from the Seller.
- 1.3 **'The Product'** shall refer to any goods, materials, or services that are the subject of the Contract between the Seller and the Buyer.

2. Order and Exclusive Effect

- 2.1 The Buyer places an order subject to these Terms and Conditions.
- 2.2 By placing an order, the Buyer indicates their full acceptance of these terms and conditions, as well as the design, layout, and specifications submitted.
- 2.3 Any changes to these Terms and Conditions will only be effective if evidenced in writing and signed by the General Manager of the Seller. No other representative of the Seller has the power to vary or waive these conditions.

3. Pricing

- 3.1 All prices quoted are ex-warehouse and are those prevailing at the date of dispatch. Quoted prices are subject to change without prior notice.
- 3.2 The Buyer acknowledges and accepts that any increase or reduction in the price stated in the Quotation arising from a genuine error, omission, or circumstances beyond the reasonable control of the Seller shall be valid and binding.
- 3.3 All prices are subject to Value Added Tax at the prevailing rate at the time of invoicing, where applicable.
- 3.4 Any work undertaken by the Seller at the request of the Buyer, which is not included in the original Quotation, shall be invoiced separately and shall not be deemed included within the original price, unless otherwise expressly agreed in writing by the Seller.

4. Payment

- 4.1 Payment for the Product shall be made in the currency specified on the Sales Invoice and in accordance with these Terms and Conditions.
- 4.2 Unless otherwise agreed upon in writing, payment terms are 30 days from the invoice date.
- 4.3 The Seller reserves the right to charge interest on any overdue accounts at a rate of 8% above the prevailing Bank of England base rate, per month, until payment is received in full.

5. Delivery

- 5.1 Unless otherwise expressly agreed in writing, it shall be the responsibility of the Buyer to arrange for the collection or delivery of the Product. Any carriage charges shall be paid in accordance with the prevailing applicable price list.
- 5.2 The Seller shall make every reasonable effort to adhere to quoted delivery dates; however, such dates are indicative only and shall not constitute a fundamental term of the contract. The Seller shall not be liable for any loss or damage arising from any delay in delivery, regardless of cause.
- 5.3 If the Buyer is unable or unwilling to accept delivery of the Product on the agreed delivery date, the Seller reserves the right to levy an additional carriage charge, in addition to any other rights granted by these Terms and Conditions.

6. Performance

- 6.1 Any particulars, illustrations, descriptions, specifications, and drawings contained in the Seller's brochures, catalogues, price lists, and other advertising materials are indicative only. The Seller shall not be liable for any variations in the Product from those specified in the advertising materials.
- 6.2 Unless expressly specified in the Quotation, the supply of the Product does not include installation, electrical, or other works. The Seller is under no obligation to install the Product unless expressly agreed in writing.
- 6.3 Where the Quotation includes installation services, the Seller shall undertake such works with all reasonable care. The Seller shall not be liable for any accidental breakage or other damage occurring during the installation, except to the extent that such loss or damage results directly from the negligence of the Seller, its employees, or authorised representatives.
- 6.4 In the event that the Product requires maintenance, repair, or exchange following completion of installation for reasons not attributable to the Seller, whether such work is carried out by the Seller or otherwise, the Buyer shall be liable for payment of all additional costs incurred as a result of such work.

7. Drawings

- 7.1 All drawings, plans, designs, specifications, and other materials prepared by the Seller in connection with the Quotation shall remain the sole property of the Seller.
- 7.2 Such materials shall not be reproduced or used for any purpose except in connection with work carried out by the Seller, and all copyright shall remain with the Seller.

8. Property and Risk

- 8.1 The risk for insurance and other purposes in the Product shall pass to the Buyer ex-warehouse, or at the point of delivery in the event that carriage is arranged by the Seller.
- 8.2 Notwithstanding delivery and passing of risk, the Products supplied under this contract remain the property of the Seller until the Buyer has paid all monies owed to the Seller under this or any other contract.

9. Liability for Defective Products

- 9.1 If any Products supplied by the Seller under this contract are found to be defective due to faults in the Seller's workmanship or materials, the Buyer must provide written notice of any claim for damages or other compensation to the Seller within 5 working days of receipt of the Product.
- 9.2 Additionally, the Buyer must notify the Seller of any Product shortages in writing within 3 working days of receipt. Claims will be void unless the Seller is notified in writing within this period.

10. Limit of Liability

- 10.1 The Seller shall not be liable for any delays or failure to deliver Products caused by events beyond its reasonable control, including (but not limited to) acts of God, fire, flood, strikes, lockouts, factory shutdowns or alterations, acts of civil or military authority, priority requests, national or local government orders, insurrection, riots, war, embargoes, or transportation shortages or delays, whether due to accidents, wreckage, or inability to obtain labour, materials, or goods from usual sources.

11. Legal Construction

- 11.1 All contracts to which these Terms and Conditions apply shall be construed and operate in accordance with English Law.
- 11.2 If any part of these Terms and 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. Product Codes

- 12.1 Complete product codes must be quoted on all orders. The use of incorrect product codes may result in the wrong Product being dispatched; the Seller reserves the right to levy a handling charge for any returns arising from Buyer error.

13. Consigned/Rented/Leased Goods

13.1 Any consigned, rented, or leased goods are, and shall remain, the property of the Seller. As such, the goods:

13.1.1 Shall remain in the possession of the Buyer's agreed representatives only for the agreed period, stored in a safe and secure area.

13.1.2 Shall not be removed from the area of agreed distribution without the Seller's express written authorisation.

14. Returns

14.1 The terms and conditions by which Products may be returned to the Seller are outlined in our Returns Policy.

These Terms and Conditions of Sale are communicated to all employees and made available to relevant interested parties. They are reviewed periodically to ensure they remain appropriate to the organisation's purpose, context, and strategic direction.