

## **CJ Medical Limited - Terms and Conditions**

### **1. General**

Any order arising from an acceptance of prices shown in the price list or of any quotation or tender will be subject to the conditions herein. Any variation of these conditions in any document of the Customer is inapplicable unless accepted in writing by the Company. No contract shall come into effect until the Customer's order has been accepted in writing by the Company. No contract shall be or become subject to any contrary conditions of the Customer by reason of the failure of the Company to respond or object to any such conditions contained in or with any document delivered by the Customer.

### **2. Price variations; Duration of Quotation or Tender**

The Company reserves the right (i) to withdraw or cancel any prices set forth in the price list without notice at any time prior to acceptance and (ii) to vary the prices shown in the price list to conform with the Company's prices at the date of despatch of goods. With respect to any quotation or tender, any prices set forth therein shall be deemed withdrawn if the Customer fails within 60 days of the date of such quotation or Tender to place an order pursuant thereto.

### **3. Orders**

An order arising from particulars shown in the price list or from an acceptance of a quotation or tender must be accompanied by sufficient information to enable the Company to proceed with the execution of the order forthwith. Thereafter any modification will be inapplicable unless it has the Company's written acceptance. Any order placed by telephone must be confirmed in writing within 7 days. An order may be cancelled only with the written consent of the Company, and the Company reserves the right to charge at its sole discretion a fee for accepting such a cancellation. The Company shall have the right to terminate a contract upon written notice to the Customer.

### **4. Delivery**

While the Company will make every reasonable effort to deliver or complete an order within the time or period stated (which will commence on the date upon which the Company receives a written order from the Customer) any such time or period shall be an estimate only and the Company accepts no responsibility and shall incur no liability for any failure to deliver within the time or period stated. Unless otherwise stated delivery is ex the Company's works. If for any reason the Customer is unwilling or unable to take delivery of goods ordered within 21 days from the date upon which the Company notifies it that the goods are ready for despatch, the risk of loss of, or damage to, the goods shall pass to the Customer who shall either take delivery thereof or arrange for their storage. If the Company's storage facilities permit, the Company may store the goods at the Customer's risk, and the Customer shall be liable for the Company's reasonable cost of so doing. Buyer shall keep the goods fully insured in their full replacement value prudently insured against all risks at least throughout the period between the risk therein passing to Buyer and the property therein ceasing to remain with the Company. Title of the goods shall pass to the Customer at point of delivery of goods to the Customer. However, the Company has a reservation of title allowing it to reclaim goods if the Customer does not pay to terms.

### **5. Delivery Charge**

The Company reserves the right to charge for delivery in accordance with the charges quoted in the current price list. Standard delivery is 2-3 working days from receipt of order. Express delivery will incur the following charges:

AM delivery up to midday-£18.00

Saturday Delivery-£25.00

### **6. Damage or Loss in Transit**

Where goods are delivered other than ex Company's works no claim for damage in transit, shortage of delivery, loss or destruction of goods shall be entertained unless the Customer give written notice to both the carrier concerned and to the Company, (a) in the case of damage in transit or shortage of delivery, within 5 days of receipt of the goods followed by a detailed and complete claim in writing, within 7 days of said first notification; or (b) in the case of the loss or destruction of the goods, within 5 days or the earlier advice of despatch by the company and receipt of the invoice relation to such goods. In the case of a short or damaged delivery the Customer must give the Company or their Agents a reasonable opportunity to inspect the goods concerned in the state and condition and location in which they were delivered. Subject to claims made in accordance with this Condition, the Company shall repair or replace free of charge goods damaged, lost or destroyed in transit but shall incur no further liability in respect thereof by way of damages or otherwise to the Customer.

### **7. Terms of Payment**

Payment for goods shall be due within 30 days from invoice date. No discount or allowance shall be made unless specifically stated in writing by the Company. The Company shall be entitled to charge interest at the rate of 2% per month on all accounts which are overdue for payment. Such interest being payable without prejudice to the Company's other rights and after as well before judgement. No set off against any sums invoiced by the Company shall be made by the Customer in respect of goods alleged to have been defective, not in compliance with the contract or short or damaged on delivery. The invoiced sums are payable in full and on the due date, unless and until the Company agrees in writing to any deduction of set off. If any cheque presented in payment of any invoice by the Customer shall be dishonoured then the Customer shall in addition to all other sums payable under the contract pay to the Company all administration fees incurred by the Company for such event or such greater sum as shall represent the cost incurred by the company by reason of such dishonour. The Company may, at any time and from time to time in its discretion, limit, cancel or otherwise modify the stated credit terms and require full cash payment or satisfactory security (including payment for all goods previously delivered) and stop delivery whenever, in the Company's sole, judgement there is doubt as to the Customer's responsibility.

#### **8. Vat**

All prices quoted or accepted are exclusive of Value Added Tax and the contract price shall be such prices plus VAT, where applicable.

#### **9. Force Majeure**

In the event that the Company shall be prevented from, or delayed in, delivery or completing an order by reason of Force Majeure the Company shall be at liberty to cancel or suspend such order without incurring any liability to the Customer for any loss or damage resulting from said cancellation or suspension. For the purposes of this Condition 'Force Majeure' shall mean requisition or interference by any governmental or local authority, war, strike, lockout, riot, or epidemic disease, Act of God, earthquake, inevitable accident or any other circumstances whatsoever, whether of the same kind or nature as the above causes or not, over which the Company shall have no control.

#### **10. Return of Goods; Replacement of Defective Goods; Limitation of Liability; Disclaimer of Warranties**

No goods shall be accepted back by the Company unless prior written approval has been given. If within 30 days after delivery of goods by the company the Customer shall discover any defects in the goods arising under proper use from faulty design, materials or workmanship, the Customer shall give written notice thereof to the Company, and the Company shall, upon being satisfied by examination that such defect arose as aforementioned, make good such defect by replacement or repair of the goods at the option of the Company. At its discretion, the Company may charge a 30% fee. In all cases we require an exchange order to be placed to offset the value of the returned goods at the time the exchange takes place. When the Company accepts responsibility to replace or repair the defective goods, the Company will refund or pay all carriage costs. The Company shall not, under any circumstances, be liable for special, indirect, consequential, incidental or punitive damages or for anticipated profits of the Customer. There are no warranties which extend beyond the description on the face hereof. Such warranties are exclusive and in lieu of all other warranties expressed or implied either in fact or by operation of law, statutory or otherwise, including warranties of merchantability of fitness for any particular purpose which are hereby excluded. The Company neither assumes nor authorises any other person to assume for it any liability in connection with the sale or use of the goods, and the Company makes no warranty whatsoever for any original goods manufactured and sold by the Company herewith which have been modified, altered or otherwise transformed. The Company shall not be liable to the Customer for defects of the goods caused by fair wear and tear, abnormal conditions of storage of use or any act, neglect or default of the customer or any third party. Subject to the foregoing and to any written warranty of the Company relating to the goods all conditions warranties and representations expressed or implied by statute common law or otherwise in relation to the goods are hereby excluded and the Company shall be under no liability to the Customer for any loss or damage costs or expenses direct or indirect resulting from defective material, faulty workmanship or otherwise howsoever arising and whether or not caused by the negligence of the company its employees or agents save that the Company shall accept liability for death or personal injury caused by negligence of the Company.

#### **11. Default of Customer; Rights of the Company**

If the Customer should (i) default in or commit a breach of these Conditions or any other of its obligation, to the Company, (ii) become bankrupt or insolvent or have a receiver appointed prior to the Company receiving full payment for the goods, the Company shall have the right (a) to discontinue forthwith to supply the Customer any further goods or services by way of installation, storage or otherwise, (b) to stop delivery in transit upon notice to the carrier or other bailee in possession, (c) to cancel the order and sale (for which purpose any documentation evidencing delivery of the goods shall be good proof of the Company's title to and ownership of the goods), (d) enter the Customer's premises to recover possession of such goods (which action the Customer hereby agrees and accepts) and (e) to recover all damages and losses sustained by it as a result thereof.

#### **12. Disputes; Governing Law**

Any dispute or difference between the parties concerning these Conditions, their construction or effect or the rights, duties or liabilities of the parties in any way connected with or arising out of or in relation to the subject matter of these Conditions, shall be determined by legal action instituted by either party in the appropriate courts of England. Any contract to which these Conditions apply shall be construed in all respects in accordance with English Law with the exception that the terms and condition of the UN Convention on Contracts for the International Sale of Goods shall not be applicable hereto.

**13. Waiver**

No waiver by the Company of any breach of these Conditions by the Customer shall be considered as a waiver of any subsequent breach of the same or any other condition.

**14. Alterations of these Conditions**

The Company reserves the right to alter these Conditions of Sale at any time upon giving not less than 14 day's notice in writing.