

Conditions of sale

1. Definitions

In this Contract:

- **"Buyer"** means the person whose order for Goods is accepted by the Company and to whom the Company supplies the Goods;
- **"Buyer's Specification(s)"** means any specification provided by the Buyer in respect of the Goods;
- **"Company"** means Salts Healthcare Limited, company number 00074096;
- **"Conditions"** means these Conditions of Sale;
- **"Contract"** means any contract between the Company and the Buyer incorporating these Conditions for the sale of Goods;
- **"Delivery"** means delivery of Goods in accordance with clause 10.1 ;
- **"Export Sales"** means any sale of Goods outside of the United Kingdom;
- **"Goods"** means any goods ordered from the Company by the Buyer or to be supplied by the Company to the Buyer;
- **"Guarantee"** means the guarantee if any, submitted by the Company in writing to the Buyer in respect of the Goods;
- **"Liability"** means actions, awards, costs, claims, damages, losses (including without limitation any direct or indirect consequential losses), demands, expenses, loss of profits, loss of reputation, judgments, penalties and proceedings and any other losses and/or liabilities;
- **"Warranty"** means the warranty given by the Company to the Buyer in relation to the Goods as set out in clause 13.3 ; and
- **"Warranty Period"** means the period of 12 months from the date of Delivery.

2. Basis Of Contract

1. These Conditions shall govern the agreement between the Buyer and the Company to the exclusion of any other terms or conditions.
2. Orders placed by the Buyer leading to a contract which are not expressed to be subject to these Conditions shall still be subject to them.
3. These Conditions supersede all previous terms and conditions and shall replace any terms and conditions previously notified to the Buyer.
4. No variation to these Conditions shall be binding on the Company unless contained in the Company's quotation or agreed in writing between the Buyer and one of the Company's Directors.
5. The Company's employees, sub-contractors and/or agents are not authorised to make any representations or warranties concerning the Goods unless confirmed by the Company in writing.
6. No oral warranties or representations shall bind the Company (unless given by one of the Company's Directors).
7. The Buyer acknowledges that it does not rely on any representation and/or warranty that has not been made in accordance with these Conditions

3. Quotations and Acceptance of Orders

1. The Company shall have the right to refuse to accept any orders placed for Goods.
2. The Contract (including any Buyer's Specification) shall become binding on the Company only upon the confirmation of acceptance by the Company in writing of any order placed by the Buyer and accordingly all quotations or tenders made and price or product lists supplied by the Company shall be treated as invitations to treat only.
3. Subject to Clause 8.2 any quotation by the Company remains open for acceptance for 30 days from the date on which the Company sends the quotation to the Buyer unless the quotation specifically refers to an alternative period during which the quotation shall remain valid. Quotations may be withdrawn by the Company at any time during this period by oral or written notice.
4. The placing of an order by the Buyer shall be conclusive evidence that the Buyer having checked the quotation is fully satisfied that the quotation is in accordance with its requirements.
5. The Buyer shall be responsible for the accuracy of an order and for giving the Company any information necessary for the Company to perform the Contract.

4. Samples

1. The production of any samples or test work for the Buyer shall, unless otherwise agreed in writing, be carried out at its cost.
2. If the Buyer approves any sample produced or test work performed by the Company then the Buyer shall have no claim in respect of, nor any right to reject, any Goods provided the Goods in question are of the same description, specification, quality and fitness for purpose as the sample and/or test work as appropriate.

5. Specifications

1. If Goods are supplied in accordance with the Buyer's Specifications, the Buyer shall be solely responsible for the Buyer's Specifications and ensuring that they are accurate.
2. The Buyer shall be responsible for supplying the Buyer's Specifications and any necessary information relating to the Goods within a sufficient time to enable the Company to perform the Contract in accordance with its terms
3. The Buyer agrees to indemnify and keep indemnified the Company against all claims, losses, expenses, actions, liabilities, costs (including legal costs on a full indemnity basis and increased administration costs) and any other losses and/or liabilities arising out of the Company's use of Buyer's Specifications, details and/or drawings supplied by the Buyer.
4. Where the Buyer does not provide Buyer's Specifications, the Company may at its option supply a specification and otherwise, the quantity, quality and description for the Goods shall be that set out in the Company's quotation unless otherwise agreed in writing by the parties.

5. The Buyer's Specifications and designs of the Company, including but not limited to illustrations, drawings, weights and dimensions are, unless expressly stated otherwise, subject to modification or improvement and must be regarded as approximate representations only and are not binding unless expressly stated to be so and any and all title to and intellectual property rights in the Buyer's Specifications submitted by the Company shall remain vested in the Company.
6. The Buyer is responsible for checking the quotation and satisfying itself that any specification given is accurate and adequate for the Goods.
7. Details and/or specifications in brochures and price lists produced by the Company are intended as a guide only and only give a general approximation of the Goods.
8. The Company reserves the right to:
 1. make changes to the specification of the Goods (including the Buyer's Specification(s)) provided that they do not have a material adverse effect on the quality of the Goods; or
 2. withdraw the Goods from sale,

as required from time to time by law, applicable safety requirements and/or manufacturing requirements

6. Packaging

1. Packaging for the Goods shall be at the discretion of the Company which shall have the right to pack the Goods in such manner and with such materials and in such quantities as it in its absolute discretion thinks fit unless detailed packaging instructions are received from the Buyer and agreed in writing by the Company prior to agreeing a price for the Goods.

7. Credit Limit

1. The Company may set a reasonable credit limit for the Buyer. Changes in the Buyer's credit limit will be notified to the Buyer from time to time.
2. The Company reserves the right to refuse to accept orders for Goods and/or to suspend or withhold delivery of Goods if such Goods would result in the Buyer exceeding its credit limit or the credit limit is already exceeded.

8. Price

1. All prices shall be as stated by the Company and are exclusive of VAT (and all other applicable sales taxes).
2. All prices stated shall be subject to variation at the sole discretion of the Company at any time without prior notice and the Company shall notify the Buyer of any variation before Delivery of the Goods.
3. Except as otherwise stated, prices are ex-works, and the Buyer shall be liable to pay the Company's charges (if any) for transport, packaging and insurance.

9. Payment

1. Subject to any special terms agreed in writing between the Company and the Buyer liability for payment for the Goods supplied shall arise on Delivery and the Company shall be entitled to invoice the Buyer for the price of the Goods on or at any time after Delivery.
2. Payment of all invoices is due thirty days from the date of the Company's invoice. Payment shall be due and the Company shall be entitled to sue for the price whether or not title to the Goods has passed by virtue of Clause 14 . Time for payment shall be of the essence.
3. Any monies received by the Company from the Buyer may be applied by the Company at its option against any additional administrative costs and/or interest charged prior to application against any principal sums due from the Buyer against which it may be applied in any order.
4. The Company shall be entitled to invoice each delivery of Goods separately.
5. The Buyer shall pay all sums due to the Company under this Contract without any set-off, deduction, counterclaim or any other withholding of monies.
6. Payment shall not be deemed to be made until the Company has received either cash or cleared funds in respect of the full amount outstanding.
7. Sums unpaid after the due date shall bear interest until the day payment is received at the rate of 5% per annum above the base rate from time to time of Lloyds TSB Bank plc accruing from day to day from the date of Delivery until the date of payment in full.
8. If the recovery of sums outstanding from the Buyer is passed to a Debt Collection Agency the Buyer shall pay the Company's costs in instructing the said Debt Collection Agency and all ancillary legal and administration costs.
9. Without prejudice to any other rights or remedies of the Company, any default of the Buyer in making payment on the due date shall entitle the Company to suspend deliveries under the Contract or any other contract and to treat the Contract as repudiated by the Buyer.

10. Delivery

1. The Company may deliver any order for Goods in instalments.
2. Delivery shall take place when the Goods are unloaded at or delivered to the Buyer's premises or other delivery location agreed between the Company and the Buyer except that:-
 1. If the Buyer collects or arranges collection of the Goods from the Company's premises, or nominates a carrier for the Goods, delivery shall take place when the Goods are loaded on to the collection or carrier's vehicle; or
 2. If the Goods are ready to be despatched to the Buyer and the Buyer has failed or refused to provide the Company with detailed delivery

instructions and/or the place for delivery has not been agreed in writing by the Company, delivery shall take place when the Company has notified the Buyer that it is awaiting specific delivery instructions and/or that the place for delivery has not been agreed.

3. The Buyer shall accept immediate delivery or arrange suitable storage, failing which the Company may either:-
 1. Effect delivery by whatever means it thinks most appropriate; or
 2. Arrange storage at the Buyer's risk and expense pending delivery; or
 3. Resell or otherwise dispose of the Goods without prejudice to any other rights the Company may have against the Buyer for breach of contract or otherwise.
4. Dates for Delivery and/or performance are estimates only and are not guaranteed. Time is not of the essence in relation to such dates. They are also subject to any matter beyond the Company's reasonable control.
5. The Company will use its reasonable commercial endeavours to ensure delivery and/or performance on the dates specified.
6. The Buyer shall have no right to reject Goods and shall have no right to rescind for late delivery unless the due date for Delivery has passed and the Buyer has served on the Company a written notice requiring the Contract to be performed and giving the Company not less than 14 days in which to do so and the notice has not been complied with.
7. The Company shall not be required to fulfil orders for Goods in the sequence in which they are placed.
8. Where the Contract provides for delivery by instalments, each instalment shall constitute a separate contract and any failure or defect in any one or more instalments delivered shall not entitle the Buyer to repudiate the Contract nor to cancel any subsequent instalments.
9. The Buyer shall not be entitled to reject the Goods by reason only of short delivery.
10. It is the Buyer's responsibility to notify the Company if the Goods have not been received by the Buyer within seven days of the date of receipt of the Company's invoice for them. If no notification is made within that period, the Buyer shall be deemed to have received the Goods.

11. Examination and Claims

1. The quantity of the Goods delivered under the Contract shall be recorded by the Company upon despatch from the Company's factory or warehouse and the Company's record shall be accepted by the Buyer as conclusive evidence of the quantity delivered.
2. The Buyer shall upon Delivery examine the Goods and shall promptly (but in any event within seven working days of Delivery) notify in writing the Company and the carrier, where relevant, of any apparent damage, defect or shortage.
3. The Buyer shall comply with the carrier's rules, regulations and requirements so as, when appropriate, to enable the Company to make a claim against the carrier in respect of any damage or loss in transit.

4. Claims in respect of damage, defects or shortage not apparent on examination under 11.2 must be notified in writing to the Company within twenty-one days of the date of Delivery. Notification shall be first made by telephone then by notice in writing delivered by facsimile or by first class recorded delivery mail and addressed to Salts Healthcare Ltd, Richard Street, Aston, Birmingham, B7 4AA, England. TEL: 0121 333 2000, FAX: 0121 333 2010.
5. Unless the Buyer notifies the Seller in accordance with clauses 11.2 and 11.4 , the Company shall, subject to any claim which the Buyer may have under the Warranty referred to in Clause 13 , be deemed conclusively to have properly performed its obligations under the Contract.

12. Intellectual Property Rights And Confidentiality

1. Save where the Company has agreed to provide the Goods labelled with and packaged in the Buyer's own branding, the Buyer shall not make any modification to the Goods or their packaging, nor alter, remove, or tamper with any trade marks used on or in relation to the Goods.
2. All intellectual property rights (including without limitation all patents, copyright, design rights (whether registered or unregistered), trade marks (whether registered or unregistered) skill and/or know-how and other similar rights, whether existing now and/or in the future, wherever existing in the world together with the right to apply for protection of the same) in the Goods and/or their packaging shall be owned by the Company absolutely and without limitation of any of the Company's rights the Buyer agrees not to have any goods the same as or similar to the Goods made for it by any third party.
3. The Buyer agrees that, at the Company's cost, it will do all acts and/or things and execute all documents and/or deeds which are necessary or desirable to give effect to clause 12.2 above and/or to assist the Company in the application, registration, renewal and/or protection of such intellectual property rights.
4. The Buyer agrees that it will keep confidential and not use except for purposes contemplated by this Contract, all information relating to the Goods and all confidential business information regarding the Company, which may be disclosed to the Buyer or which the Buyer may learn except where such information is public knowledge or is required to be disclosed by law.

13. Guarantee and Warranty

1. The Goods are subject to the Guarantee (if any).
2. If any Goods prove to be defective and are covered by a Guarantee then the Company shall at its sole option either repair or replace such Goods or refund the price for such Goods. Provided the Company complies with this clause the repair, replacement and/or re-performance shall be the Buyer's sole remedy in respect of claims under the Guarantee.
3. Save as referred to in 13.1 above the Company warrants only that the Goods are reasonably free from defects in design (other than a design submitted or specified by the Buyer) in material or workmanship for the Warranty Period provided

always that in respect of goods, materials, parts or components supplied but not manufactured by the Company, the Warranty will only be equivalent to the warranty (if any) which the Company may have received from the manufacturer or supplier of such goods, materials, parts or components so as to impose a liability under the Warranty which is no greater than that provided to the Company by such manufacturer or supplier.

4. The Company's obligations to the Buyer under the Warranty shall not apply:-
 1. Unless the Buyer has given the Company written notice and satisfactory proof of any defect promptly upon discovery of such defect and in any case no later than seven days after expiry of the Warranty Period;
 2. To damage caused by the Buyer's or any third party's act, default or misuse of the Goods (including, without limitation damaged caused by faulty or negligently maintained lifting equipment or the misuse of lifting equipment by any person in connection with which the Goods are used) or by failure to follow any instructions supplied with the Goods;
 3. unless the Goods have been stored in accordance with any storage instructions contained on the outside or the inside of any packaging supplied with the Goods;
 4. If the Goods have been stored, handled or applied in such a way that damage is likely to occur;
 5. If the Goods are altered, modified or repaired in any place other than the Company's factory or by persons not expressly nominated or approved in writing by the Company;
 6. If the Buyer shall not have paid by the due date for payment for all Goods supplied whether under the Contract or under any other contract between the Company and the Buyer.
 7. In respect of any defect in the Goods arising from any drawing, design or Specification supplied by the Buyer.
5. Subject to clause 13.4 , the Company shall at its sole option, repair or replace the Goods or refund the purchase price for the Goods found to be defective in design, materials or workmanship.
6. Any work carried out by the Company which is not covered by the Guarantee or the Warranty will be charged for.
7. The cost to the Company of and incidental to the return by the Buyer to the Company of any of the Goods shall, except to the extent that the Company has accepted responsibility hereunder, be the responsibility of the Buyer which shall indemnify the Company and keep it indemnified against any such costs including but not limited to costs of transport and testing.

14. Repairs And Replacements

1. Any defective Goods must where reasonable be returned to the Company for inspection if requested by it before it will have any liability for defective Goods whether under the Guarantee, the Warranty or otherwise. If the Goods shall prove to be defective then the Company shall reimburse the Buyer for the cost of returning the defective Goods.

2. The Company may at its sole discretion replace, repair free of charge or refund the price of defective Goods which are not notified to it within the specified time limit where in the Buyer's opinion the defect would not have been ascertainable on inspection and has been notified to the Company as soon as reasonably practicable.

15. Title and Risk

1. Risk in the Goods shall pass to the Buyer at the time of Delivery.
2. Notwithstanding that risk in the Goods shall pass to the Buyer in accordance with Clause 15.1, title to the Goods (whether separate and identifiable or incorporated in or mixed with other goods) shall remain with the Company until payment in full has been received by the Company:-
 1. For those Goods.
 2. For any other Goods supplied by the Company.
 3. Of any other monies due from the Buyer to the Company on any account.
3. Until title to the Goods passes to the Buyer under Clause 15.2 the Buyer shall:-
 1. Keep the Goods separately and readily identifiable as the property of the Company; and
 2. Not incorporate the Goods into any other goods or sell the Goods.
4. Goods shall be deemed sold or used in the order delivered to the Buyer.
5. At any time before title to the Goods passes to the Buyer (whether or not any payment to the Company is then overdue or the Buyer hereby is otherwise in breach of any obligation to the Company), the Company may (without prejudice to any other of its rights):
 1. Retake possession of all or any part of the Goods and enter any of the Buyer's premises (and the premises of third parties' with their consent) for that purpose (or authorise others to do so);
 2. Require delivery up to it or all or any part of the Goods.
6. The Company may at any time appropriate sums received from the Buyer, as it thinks fit notwithstanding any purported appropriation by the Buyer.
7. Until title in the Goods has passed to the Buyer, the Buyer shall keep the Goods insured for the price at which the Goods were sold to it against all normal risks and shall procure that the Company interest is noted on such policy of insurance. The Buyer shall account to the Company for any proceeds of such policy of insurance in relation to the Goods upon respect of the same. Any monies received from the Buyer by the Company in accordance with this clause shall not discharge the Buyer's liability to pay the price for the goods plus interest accrued in accordance with clause 9.7 but shall be set off against any such liability.

16. Termination

1. The Company may terminate this Contract immediately on notice without Liability to the Buyer if any licences and/or consents required for the Company to sell Goods to the Buyer are withdrawn or if any goods sold by the Company are subject to a product recall.

2. If the Buyer:-
 1. fails to make any payment to the Company when due;
 2. breaches the terms of this Contract and, if the breach is capable of remedy, have not remedied the breach within 14 days of receiving notice requiring the breach to be remedied;
 3. persistently breaches any one or more terms of this Contract;
 4. pledges or charges any Goods which remain the Company's property, or cease or threaten to cease to carry on business, or propose to compound with the Buyer's creditors, apply for an interim order under Section 252 Insolvency Act 1986 or have a Bankruptcy Petition presented against the Buyer, enter into voluntary or compulsory liquidation, have a receiver, administrator or administrative receiver appointed over all or any of its assets, or take or suffer any similar action in any jurisdiction;
 5. appears to the Company due to the Buyer's credit rating to be financially inadequate to meet its obligations under the Contract; and/or
 6. appears reasonably to the Company to be about to suffer any of the above events;

then the Company shall have the right, without prejudice to any other remedies, to exercise any or all of the rights set out in clause 16.3 below.

1. If any of the events set out in clause 16.2 above occurs in relation to the Buyer then:-
 1. the Company may enter, without prior notice, any of the Buyer's premises (or premises of third parties with their consent) where Goods owned by the Company may be and repossess and dispose of or sell any Goods found which are owned by the Company so as to discharge any sums due to it under this Contract or any other agreement with the Buyer;
 2. the Company may require the Buyer not to re-sell or part with the possession of any Goods owned by the Company until the Buyer has paid in full all sums due to it under this Contract or any other agreement with the Buyer;
 3. the Company may withhold delivery of any undelivered Goods and stop any Goods in transit;
 4. the Company may cancel, terminate and/or suspend without liability to the Buyer any agreement with the Buyer; and/or
 5. all monies owed by the Buyer to the Company shall forthwith become due and payable.
2. The Company shall have a lien over all property or goods belonging to the Buyer which may be in the Company's possession in respect of all sums due from the Buyer to the Company.
3. Upon the termination of the Contract for any reason if any monies due to the Company from the Buyer have not been paid within 14 days of such termination the Company may sell any property or goods over which it has a lien in accordance with clause 16.4 above (and the Buyer agrees that the Company may give good title for such property and/or goods) and shall apply the proceeds of

sale firstly in discharging any costs or expenses of sale, secondly in repaying any interest owed by the Buyer to the Company, thirdly in payment of any principal sums owed to the Company and fourthly the Company shall account to the Buyer for the remainder (if any).

17. Limitations On Liability

1. Where any Goods are the subject of a product recall, the Buyer will provide the Company with all assistance reasonably required by the Company to recall the Goods and to limit its Liability to the Buyer and to all third parties.
2. The Company shall have no Liability for any defect in the Goods caused or contributed to as a result of the Goods being used for display or demonstration purposes or being handled by the Buyer's customers.
3. The Company shall have no Liability to the Buyer if the price for the Goods has not been paid in full by the due date for payment.
4. The Company shall have no Liability to the Buyer for defective Goods, Goods not despatched or Goods damaged or lost in transit unless the event is notified to the Company within the appropriate time limit set out in this Contract.
5. The Company shall have no Liability for additional damage, loss, liability, claims, costs or expenses caused or contributed to by the Buyer's continued use of defective Goods after a defect has become apparent or suspected or should reasonably have become apparent to the Buyer.
6. The Buyer shall where reasonable give the Company a reasonable opportunity to remedy any matter for which the Company is liable before the Buyer incurs any costs and/or expenses in remedying the matter itself. If the Buyer does not do so the Company shall have no Liability to the Buyer.
7. The Buyer shall where reasonable produce to the Company written evidence of any claims for which it is alleged that the Company is liable together with written details of how loss was caused by it and the steps the Buyer has taken to mitigate the loss before the Company shall have any Liability for the claim by the Buyer.
8. The Company shall have no Liability to the Buyer to the extent that the Buyer is covered by any policy of insurance and the Buyer shall ensure that its insurers waive any and all rights of subrogation they may have against the Company.
9. The Company shall have no Liability for any matters which are outside its reasonable control.
10. The Company shall have no Liability to the Buyer for any:-
 1. loss of profits and/or damage to goodwill;
 2. economic and/or other similar losses;
 3. special damages and indirect losses;
 4. business interruption, loss of business, contracts, opportunity and/or production; and/or
 5. consequential losses.
11. The Buyer shall be under a duty to mitigate any loss, damage, costs or expenses that it may suffer (including by maintaining an adequate stock of Goods).
12. The Company's total Liability to the Buyer shall not exceed the price of the Goods. To the extent that any of the Company's Liability to the Buyer would be

met by any insurance of the Company's then the Company's Liability shall be extended to the extent that such Liability is met by such insurance.

13. Each of the limitations and/or exclusions in this Contract shall be deemed to be repeated and apply as a separate provision for each of:
1. Liability for breach of contract;
 2. Liability in tort (including negligence);
 3. Liability for breach of statutory duty; and
 4. Liability for breach of Common Law.

except clause 17.12 above which shall apply once only in respect of all the said types of Liability.

1. Nothing in this Contract shall exclude or limit the Company's Liability for death or personal injury due to the Company's negligence or any Liability which is due to fraud or any other liability which it is not permitted to exclude or limit as a matter of law.
2. All warranties, terms, conditions and duties implied by law relating to fitness, quality or adequacy are excluded to the fullest extent permitted by law.
3. Nothing in this Contract shall exclude or limit any of the Buyer's statutory rights which may not be excluded or limited due to the Buyer acting as a consumer. Any provision which would be void under any consumer protection legislation or other legislation shall to that extent, have no force or effect.

18. Export Sales

1. Unless otherwise specifically agreed in writing between the Company and the Buyer, all Export Sales shall be made ex works (Incoterms 2000) and the Company's prices as set out in its Price List (from time to time) shall be increased to cover the Company's costs in making such deliveries.
2. The Buyer warrants that if an import licence or permit is required for the importation of the Goods into the country of destination then such import licence or permit has been obtained or will be obtained prior to shipment.

19. Force Majeure

1. The Company shall have no Liability to the Buyer for any delay in performance of this Contract to the extent that such delay is due to any events outside the Company's reasonable control including but not limited to acts of God, war, flood, fire, labour disputes, strikes, lock-outs, riots, civil commotion, malicious damage, explosion, governmental actions and any other similar events.
2. If the Company is affected by any such event then:
 1. time for performance shall be extended for a period equal to the period that such event or events delayed such performance;
 2. the Company may terminate the Contract; or

3. the Company may proceed to perform or continue performance under the Contract within a reasonable time after the termination of such events or circumstances.
3. If the Company makes an election under Clause 19.2, the Buyer shall accept the Goods or such part of them as are delivered to it notwithstanding any delay.

20. Right to Sub-Contract/Assignment

1. The Company shall be entitled to sub-contract the whole or any part of the Contract without the Buyers consent.
2. The Company shall be entitled to assign or otherwise transfer the whole or any part of the Contract or any of the Company's rights and obligations under the Contract (including without limitation any debt or indebtedness owed by the Buyer to the Company) whether in whole or in part without the prior written consent of Buyer. The Buyer cannot assign or otherwise transfer the whole or any part of the Contract without the Company's written consent.

21. Severance

Should any one or more of these Conditions be found to be or become invalid, illegal or unenforceable in any respect under any law, the enforceability and validity of the remaining Conditions shall not in any way be affected or impaired thereby.

22. Waiver

No waiver by the Company of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

23. This Party Rights

All third party rights are excluded and no third party shall have any right to enforce this Contract. Any right of a third party to enforce this Contract may be varied and/or extinguished by agreement between the parties to this Contract without the consent of such third party.

24. Proper Law

The Contract is and shall be deemed to have been made in England and shall in all respects be governed by English Law and shall be subject to the non-exclusive jurisdiction of the English Courts.