

Terms and Conditions of Sale

1. Parties

The “Company” means WSR Medical Solutions Ltd. b) The “Customer” means the person, firm or company buying goods from the Company to whom the goods are to be invoiced (unless the context otherwise requires) and any person to whom or for the benefit of whom the goods may be delivered. c) The “Goods” means the goods described on our invoice.

2 Application Of Conditions

- a) No contract shall exist between the Company and the Customer except upon the conditions set out herein and shall not be varied or excluded by the terms and conditions of any Order or any other terms and conditions sought to be imposed by the Customer including but without limitation to the Customer’s Conditions of Purchase. These Terms and Conditions embody the entire understanding of the parties and supersede all and any prior promises, representations, undertakings or implications. No variation of these Terms and Conditions is permitted unless expressly accepted by a director of the Company, in writing.
- b) If the Customer shall make default in or commit a breach of any of its obligations under this contract or any other Order or Contract with the Company, the Company shall at anytime thereafter be entitled to determine the contract and without prejudice to its other rights hereunder recover from the Customer any loss arising.
- c) No statement, illustration or drawing in any circular, catalogue, advertisement or other communication in whatsoever form shall be deemed to imply any warranty or condition unless the same is specifically incorporated in this contract.

1. Orders

- a) Orders with a value of less than £20 (excluding VAT, net discounts) will attract a £2.50 low order surcharge to cover administration costs.
- b) Orders requesting the Company to provide the goods may be submitted or varied either orally or in writing, to either the Sales Representative, Customer Care department or other authorised Sales/Marketing personnel. Any orders submitted or variations made orally must be confirmed in writing within seven days.
- c) All orders to be forwarded to the address below.

2. Quotations

Any estimate or quotation shall comprise an invitation to treat and will remain open for a period of thirty days only from the date thereof, unless varied by the Company in writing. Any order issued by the Customer is subject to acceptance by the Company and a contract will only be formed when the Company has accepted the Customers offer to buy either in writing or by the processing of the order.

3. Specification



The Goods are supplied in accordance with specifications (if any) submitted to the Customer and any additions and alterations thereto shall be the subject of an extra charge. The Company reserves the right to change the construction or design of the Goods or the specification thereof and the Customer shall accept the Goods so changed in fulfilment of the Order.

4. Prices

- a) All prices quoted are exclusive of Value Added Tax which shall be payable by the Customer at the rate prevailing at the date of the applicable tax point.
- b) The Company reserves the right, by written notice at any time before despatch, to vary the price of the Goods to take account of any increases in the cost of raw materials, manufacture, packing, transport or wages or otherwise.
- c) Prices charged will be those effective at the date of Order as per the current price list.

5. Payment

Unless the Company otherwise agrees, payment is due in full within 30 days of the invoice date to WSR Medical Solutions Ltd., at the address below.

- a) If payment is not made in accordance with paragraph (a), or if at any time the credit standing of the Customer has (in the opinion of the Company) been impaired, the Company may refuse delivery of any Goods required under the Contract until arrangements as to payment or credit have been established which are satisfactory to the Company.
- b) Time of payment shall be of the essence and if payment is not made on the due date, the Company reserves the right to charge interest on all overdue payments and outstanding balances at the rate (both before and after judgement) of 5% above the Bank of England base rate in force on the due date for payment (under clause 7 [a]) such interest being deemed to accrue on a daily basis from the due date for payment until receipt of payment by the Company.
- c) The Customer shall not be entitled to withhold payment either wholly or in part once the same has become due except where expressly agreed with the Company.

6. Delivery Carriage Charges

- a) Unless the Company otherwise agrees, delivery shall be made to the delivery point specified in the Order.
- b) Time of delivery is not of the essence. Stated delivery times are no more than an estimate on the part of the Company and shall not be binding upon the Company which shall not be liable for any costs or damage caused by reason of any delay in delivery.
- c) The Company reserves the right to make delivery by instalments and to tender a separate invoice in respect of each instalment.
- d) The Company will usually make a charge for Carriage & packing and unless otherwise instructed by the Customer will choose the method of shipment.

7. Cancellations



- a) No notice of cancellation of an Order shall be valid unless given in writing and agreed to by an authorised representative of the Company.
- b) If written notice of cancellation is received by the Company, the Company reserves the right to levy a cancellation charge up to 25% of the amount of the Order which shall be paid by the Customer to the Company forthwith.
- c) If the Contract provides for delivery by instalments, each instalment shall be deemed to be the subject of a separate contract and non delivery or delay in the delivery of any instalment shall not entitle the Customer to repudiate the contract as regards the balance thereof.

8. Passing Of Title

- a) The legal title to the Goods shall not pass to the Customer until all sums due or payable by the Customer to the Company whether in respect of the Goods or otherwise howsoever shall have been received by the Company. Until such time the Customer shall hold the Goods as bailee of and in a fiduciary capacity for the Company and shall further:
 - i) store the Goods separately from any other goods so as to be identifiable as the property of the Company;
 - ii) Be responsible for any loss or damage to the Goods howsoever caused;
 - iii) Except as provided in sub-clause (b) hereof, not sell, pledge, assign, charge or otherwise dispose of the Goods or any interest therein;
 - iv) Deliver up the Goods to the Company at any time on demand and/or permit the Company, its servants or agents, at any time without notice to enter upon the Customer's premises and retake possession of the Goods.
- b) The Customer shall be entitled to sell in the ordinary course of its business any of the Goods, in which title shall not have passed to it, on condition that the Customer shall hold on trust for and (on demand made by the Company) pay or transfer to the Company the proceeds of such sale and all claims that the Customer may have against its purchaser as the result of such sale.
- c) The Customer (if so requested by the Company) and any liquidator or receiver of the assets of the Customer shall pay into a separate bank account for the sole benefit of the Company all sums received in respect of any sale under the powers out in sub-clause (b) above, by the Customer or the liquidator or receiver of any of the Goods in which title has not passed to the Customer.

9. Passing Of Risk

The risk in the Goods shall pass to the Customer when the Goods are tendered for delivery at the delivery point specified in the Order. In the event that the Goods are collected by the Customer from the Customers works the risk of the Goods shall pass to the Customer when they are loaded onto the vehicle of the Customer or of his carrier or other agent.



10. Warranty

- a) The Company warrants that the Goods shall at the time of delivery correspond to the specifications published by the Company when used for purposes for which goods of that type are ordinarily used. In the absence of any such published specifications applicable to the Goods, the Company warrants that the Goods shall at the time of delivery be of merchantable quality. If any Goods do not conform to that warranty the Company will at its option:
- i. replace the Goods found not to conform to the warranty;
 - ii. bring the Goods into conformity with the published specifications of the Company or (as the case may be) merchantable quality; or
 - iii. take back the Goods found not to conform to the warranty and refund the appropriate part of the purchase price.
- b) Provided that:
- i. the liability of the Company shall in no event exceed the purchase price of the Goods; and
 - ii. performance of any one of the above options (as limited by (iii) (aa) above) shall constitute an entire discharge of the Company's liability under this warranty;
 - iii. The foregoing warranty is conditional upon:
 - iv. the Customer giving written notice to the Company of the alleged defect in the Goods such notice to be received by the Company within seven days or the time when the Customer discovers or ought to have discovered the defect;
 - v. the Customer affording the Company a reasonable opportunity to inspect the Goods;
 - vi. the Customer making no further use of the Goods that are alleged to be defective, or any plant machinery or other equipment into which the same shall have been incorporated after the time at which the Customer discovers or ought to have discovered that they are defective.
- c) No representation or warranty is given as to the suitability or fitness of the Goods for any particular purpose and the Customer shall satisfy himself in this respect and shall be totally responsible therefore.
- d) Save as provided in paragraph (a) hereof and in Section 12 of the Sales of Goods Act, 1979:
- a. all conditions and warranties express or implied are to the extent permitted by law hereby expressly excluded;
 - b. the Company shall be under no liability for any loss or damage (other than in respect of personal injury or death) whether direct, indirect or consequential howsoever arising which may be suffered by the Customer.
- e) Without prejudice to the generality of paragraph (c) all recommendations and advice given by or on behalf of the Company to the Customer as to the methods of storing, applying or using the Goods, the purposes to which may be applied and the suitability of using the Goods in any manufacturing process or in conjunction with any other materials are given without liability on the part of the Company its servants or agents and where the Goods are intended for use in connection with any foods, drugs, or other goods or substances whatever, or for the packaging or securing of goods or articles of any kind the Customer shall be responsible for ensuring that such articles will not be, or not liable to be adversely affected by contact with or proximity to the Goods supplied and all liability to the Customer or any third party in respect of any damage so caused is hereby expressly excluded.



- f) In the event that, notwithstanding the provisions of paragraphs (c) and (d) above, the Company is found liable for any loss or damage suffered by the Customer, that liability shall in no event exceed the purchase price of the Goods.
- g) To the extent that any provision herein contained or becomes unlawful by virtue of any statutory provisions or any other rule of law the words or phrases which so offend shall be deemed to have been deleted here from to the extent necessary to remove the invalidity, but no further or otherwise, and the remaining words, phrases and clauses shall remain operative, notwithstanding the deletion, and shall be construed, where possible, to give effect to the intentions of the parties as evidenced by the terms hereof.
- h) No representation shall be taken to have been given or implied from anything said or written in the negotiations between the parties hereto or their representatives prior to any agreement entered into between the Company and the Customer but nevertheless if any representation shall subsequently be found or deemed to have been given it is hereby expressly excluded or restricted to the extent permitted by Section 3 of the Misrepresentation Act 1967 as amended by the Unfair Contract Terms Act 1977.

11. Force Majeure

The Company shall not be liable for any loss or damage caused by the delay in the performance or non-performance of any of its obligations hereunder where the same is occasioned by any cause whatsoever that is beyond the Company's control including but not limited to an act of god, war, civil disturbance, requisitioning, governmental or parliamentary restrictions, prohibitions or enactment's of any kind; import or export regulations, strike, lock-out or trade dispute (whether involving its own employees or those of any other person), difficulties in obtaining workmen or materials; breakdown of machinery, fire or accident. Should any such event occur the Company may cancel or suspend this contract without incurring any liability for any loss or damage thereby occasioned.

12. Notice Of Damage, Non-Delivery Or Wrong Delivery

a) The Company shall not be liable to the Customer in the event that the Goods, at the time of delivery, do not comply with the warranty in Clause 12(a) and the non-compliance is one which should have been apparent on a careful visual inspection of the Goods unless the Customer shall have notified the Company and the Carrier within three days of delivery that such inspection was impossible and shall have confirmed such notification in writing received by the Company within seven days of delivery.

b) The Company gives no guarantee of the exact quantity of goods delivered and in the event that quantity of Goods delivered does not correspond with the quantity stated on the Order the



Customer shall only be liable to pay for the quantity delivered in the case of short- delivery and for the contract price in the event of over-delivery (subject in the latter case to permitting the Company to collect the surplus goods) provided that in the case of short delivery the Company is given an opportunity to inspect Goods before any use is made thereof or any alteration or modification is made thereto and that in no event shall such short or over-delivery entitle the Customer to damages or give the Customer the right to rescind.

c) Claims for non-delivery must be notified to the Company and the Carrier within twenty one days from date of invoice, failing which the Company shall be under no liability for non delivery.

d) Any surplus goods delivered shall remain the property of the Company and the Customer shall take all reasonable precautions for the safe custody and protection of such surplus goods until the time of their removal by the Company.

e) In the event of goods being wrongly delivered in no circumstances shall any of the Goods be returned to the Company without its prior written consent, otherwise liability is not accepted. Where the Company has made the error, full credit will be given on uplifted goods in good condition.

f) The Company is under no obligation to accept goods for return, e.g. in the case of Customer ordering error, surplus stock, etc., but where it agrees to do so in writing a 15% handling charge will apply. Goods held by the Customer for more than 3 months from delivery will not normally be accepted for return. Only complete units of sale may be returned and all goods are to be in good condition. Any goods returned in unsaleable condition will be paid for in full by the Customer. The Company will, in all cases, organise the collection of goods.

g) Refused Deliveries. The Company reserves the right to make a carriage charge plus 15% handling charge on all consignments tendered for delivery, which are refused without justification. All goods to be in good condition. Goods returned in an unsaleable condition will be paid for in full by the Customer. Goods should not be returned without the prior agreement of the Company.

13. Disputes And Set-Off

Any liability of the Company under the contract shall be subject to and conditional upon the due performance and observance by the Customer of all its obligations under these conditions and subject to these conditions the Customer shall not be entitled to withhold or delay payment or exercise any right or set-off whatsoever and howsoever arising or arisen which might otherwise be available to it.

14. Export control liability.

The Parties shall observe and adhere to all applicable laws, regulations and rules relating to the export, re-export, diversion or transfer of technical data, and direct products thereof. The foregoing shall include without limitation the export control laws of

- (a) the country in which the Products are manufactured, and
- (b) to the extent applicable, the United States.
- (c) Customer shall be responsible for obtaining all re-export licenses of the United States (to the extent applicable) for the export or re-export of the Products.
- (d) Customer covenants not to export, supply or otherwise make any of the Products available to any person or entity:



- i. located in an UK. embargoed country (e.g., Cuba, Iran, North Korea, Sudan or Syria);
- ii. listed on any UK, US or European Union list of prohibited or restricted parties; or
- iii. that will use those Products in any activities directly or indirectly related to nuclear, chemical or biological weapons or missiles. WSR Medical Solutions Limited makes no guarantees or assurances of the re-export listenable of any Products purchased pursuant to these General Terms. Customer agrees to defend and hold WSR Medical Solutions Limited harmless from any claims, damages or liability resulting from the breach of any part of this Section 14. Failure by Customer to comply with export control regulations and the provisions of this Section 14 shall be sufficient cause for WSR Medical Solutions Limited, at its option, to either terminate the purchase order or demand proof of compliance therewith from Customer. The aforesaid obligations shall survive any satisfaction, expiration, termination or discharge of any other obligations under these General Terms.

15. Copyright

All copyrights shall remain the property of the Company alone unless otherwise expressly agreed in writing with the Customer.

16. Patent Rights

The Customer warrants that any instructions furnished or given by the Customer shall not be such as will cause the Company to infringe any letters patent or trade mark or other intellectual property right in execution of the Customer's order and shall indemnify the Company against all actions, processing's, costs, claims and such demands arising therefrom to the extent that such instructions lead to such infringements.

17. Government Charges

The Customer will reimburse the Company for any increase in tax or Governmental charge, or for any new tax or Governmental charge here- after becoming effective which the Company may be required to pay to any Government upon the sale, production, or transportation of the Goods and which has the effect of increasing the cost of the Goods sold hereunder.

18. Assignment

This contract is personal to the Customer and may only be assigned by it with the prior written consent of the Company.

19. Bankruptcy and Liquidation

If the Customer being an individual (or, when the customer is a firm, any partner in that firm) shall at any time become bankrupt, or having a receiving order made against them or shall make any composition or arrangement with or for the benefit of the creditors or, if the Customer being a company, an order for winding up is made or a resolution for winding up is passed or if a receiver or manager is appointed on behalf of a creditor or otherwise, the Company shall have the right to stop Goods in Transit, to suspend further deliveries and to determine any subsisting contract with the Customer and (in any case where title to the Goods has passed to the Customer but payment is due and has not been made) the Company shall have a lien over the Goods and right of resale provided



that any such action shall be without prejudice to any right or claim the Company may have against the Customer.

20. Waiver

No neglect, delay or indulgence on the part of the Company in enforcing the terms and conditions of the contract shall prejudice the rights of the Company hereunder or be construed as a waiver thereof.

21. Terms Of Contract And Controlling Law

These conditions shall constitute the whole terms of any contract entered into between the Company and the Customer and shall be read and construed in accordance with the laws of England and all disputes arising in connection with the contract shall be submitted to the jurisdiction of the English courts.

Company Details WSR Medical Solutions Ltd Units 2 Hargreaves Mill, Hargreaves Street, Haslingden, Lancashire BB4 5RQ U.K. Tel: +44 (0) 1706 830086 – Fax: +44 (0) 1706 830324 – Email: sales@rothband.co.uk

