

Pharmacy Equipment Direct™

TERMS AND CONDITIONS OF SALE (“THE CONDITIONS”)

These Conditions of sale govern all our contracts for the sale of goods (“Goods” which expression includes spare parts and ancillaries) and services (the “Contract”). Save to the extent that we have agreed to the contrary in writing we only offer our Goods and services on the basis of “THE CONDITIONS” and all orders that purport to exclude them will be invitations to treat and any acceptance that purports to exclude them will be ineffective. We will accept variations to the Conditions, but such acceptance must be in writing and cannot be inferred from a course of action.

1. Basis of the Contract

- (a) **The Seller - Pharmacy Equipment Direct™** (being the trade name of Hospital Metalcraft™ Limited, Blandford Heights, Blandford Forum, Dorset. DT11 7TG United Kingdom) carries on the business of the manufacture, supply and servicing of hospital furniture and equipment.
- (b) **The Buyer** - the entity who purchases from the Seller.
- (c) The Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

2. Services

- (a) In so far as the contract includes services these will be provided by the Seller using reasonable skill and care and in a reasonably timely fashion.
- (b) The Buyer will be responsible for providing all support (“Support” which shall include information, notice of non or short delivery, notice of complaint, licenses, authorisations, facilities, access, support, lift, inputs, power, a safe working environment) that is reasonably necessary for performance of the contract in a timely and safe fashion (including delivery) and ensuring that Support is accurate and of good quality.

3. Description and Selection of Goods and Services

- (a) The Buyer will be responsible for providing all information needed to enable the Seller to select the Goods offered to the Buyer and to enable any services to be planned and performed and for ensuring that all such information is full and accurate at all times.
- (b) The quantity and description of the Goods shall be as set out in the Seller's quotation unless the parties agree to the contrary.
- (c) All samples, drawings, descriptive matter, specifications and advertising issued by the Seller and any descriptions or illustrations contained in the Seller's catalogues or

brochures are issued or published for the sole purpose of giving a reasonable description of the Goods described in them. They shall not form part of the Contract and this is not a sale by sample.

4. Delivery of the Goods and Services

- (a) Delivery shall take place at the Buyers place of business. If the Seller has agreed to deliver to the Buyer, then delivery will be to a specified central store location with reasonable flat access and appropriate equipment, personal protection and labour for taking the Goods. When Delivery is requested to upper floors, lift access and additional personnel must be available.
- (b) Delivery will take place from Monday to Friday (excluding Bank Holidays) between the hours of 07.30 to 16.30hrs. The nominated delivery point must be suitable to accept Heavy Goods Vehicles.
- (c) Goods shall be examined by the buyer immediately upon delivery. Notification of short delivery and/or damaged in transit must be made by detailing the defect on the delivery note at time of delivery.
- (d) Any dates specified for Delivery are intended to be an estimate and time for Delivery shall not be made of the essence by notice. Delay shall not entitle the Buyer to terminate or rescind the Contract unless such delay exceeds 180 days.
- (e) If for any reason the Buyer fails to accept Delivery, or the Seller is unable to deliver because the Buyer has not provided appropriate Support:
 - (i) Risk in the Goods shall pass to the Buyer
 - (ii) The contract shall be deemed to have been performed and
 - (iii) The Seller may store the Goods until actual delivery, whereupon the Buyer shall be liable for all related costs and expenses (including administration, storage and insurance).
- (f) The Seller may deliver by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract. Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Buyer to repudiate or cancel any other Contract or instalment.
- (g) Non Delivery
 - (i) The quantity of any consignment of Goods as recorded by the Seller shall be conclusive evidence of the quantity received by the Buyer on delivery (unless the Buyer can clearly prove to the contrary).

- (ii) Any liability of the Seller for non-delivery shall be limited to replacing the relevant Goods within a reasonable Delivery time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.

5. Packaging

All Goods are packaged for domestic transportation via the Sellers own transport or prescribed carriers. The Buyer must notify the Seller in writing of any additional packaging requirements including packaging for container, air or sea freight prior to acceptance of the order. Additional packaging will be charged extra at cost.

6. Carriage Charges

	Delivery	Collection>Returns
England & Wales Mainland	Carriage paid, via our standard transport, or at cost	Refer to clause 7C
Scotland Mainland	Based upon delivery postcode	Refer to clause 7C
Northern Ireland	6% of Net order value, (our transport only), or a minimum charge of £5	Refer to clause 7C
Channel Islands, Isle of Man, Isle of Wight, Scottish & Other Islands	Based on actual cost	Refer to clause 7C
Export	By special quotation against specific details	By special quotation against specific details
<p>Note:</p> <p>1. Additional charges may be applicable for deliveries made to an 'end user' or other non 'central store' location. This must be previously agreed in writing on a quotation and / or detailed on an official order.</p> <p>2. Minimum order value of £175 – see 12. (c).</p>		

7. Return of Goods Ordered in Error

- (a) The Seller will consider the return of goods ordered in error provided they are unused, in their original packaging and the Buyer advises the Seller within 5 working days of receipt of Delivery, with the exception of:
 - (i) Products fitted accessories, options, made to Buyer's specifications, non-standard colours or materials and all non-Bristol Maid branded products are non-returnable.

- (ii) Metro Range including Starsys (Product code beginning with prefix 8).
- (iii) PL Range of Lockers (Product code beginning with prefix PL).
- (iv) Labcold Fridges (Product code beginning with prefix 5RL).
- (v) Sterile Container Storage, HTM71 Racking, Scan Modul range of products (Product code beginning with prefix 2H, 2S, 4 or 4H).
- (vi) Seating (Product code beginning with prefix 5, 5ND, TS/PH).
- (vii) Mobile Workstations (Product code beginning with prefix 5RC)
- (viii) Plastic Bins (Product code beginning with prefix 5F or 5R)
- (ix) Bariatric range
- (x) Locking solutions (Product code beginning with prefix 2LOCK, 2LOKE, SKC).
- (xi) Room Dividers (Product code beginning with prefix RD).
- (xii) All products with upholstery colour other than Bristol Blue (VBB) & Marina (VVMA)

Which are non-returnable.

- (b) The Buyer agrees to return the Goods ordered in error to the Seller, at the Buyers risk and cost. The Seller recommends that the Buyer organises collection of the Goods by the Seller to reduce risk of damage (Carriage Charges apply).
- (c) A credit note will be issued following receipt and inspection of Goods by the Seller, which will be subject to a 31% restocking charge of the order Nett value if the Goods are not being replaced or 13% restocking charge of the order nett value if the goods are replaced by items of an equal or greater value. If the calculated restocking fee is less than £30 then a flat rate of £30 will apply.

8. Return of Goods Delivered in Error or Faulty Goods

- (a) The Buyer must advise the Seller of any Goods delivered in error or Goods that were delivered faulty within 5 days of receipt of delivery ("Return Goods").
- (b) The Seller will organise collection of Return Goods at its own expense and the delivery of correct items. Returned Goods must be stored properly and not used or damaged.
- (c) Returned Goods must be unused and in original packing.
- (d) Goods that have been used will not be accepted for credit by the Seller on Health and Safety grounds.

9. Drawings Designs and Confidentiality

- (a) All drawings, photographs, blueprints, illustrations, marketing literature, web site illustrations and other designs relating to the Seller's goods or services ("Designs") (including all copyright, design right and other intellectual property in them) shall as between the parties be the property of the Seller; and the Buyer is not entitled to make any use of the Designs other than for the purpose of this Contract.
- (b) Any inventions, modifications, improvements, techniques or know-how affecting the Goods made or gained in the course of performing this Contract, shall belong to the Seller absolutely.
- (c) Neither party shall disclose to third parties or use for its own purposes, any confidential information or trade secrets of the other party.
- (d) Each party warrants that it has the necessary intellectual property rights to enable it to perform its contractual obligations and will forthwith inform the other on discovery of any infringement of intellectual property rights.

10. Risk and title

- (a) The Goods are at the risk of the Buyer from the time of Delivery.
- (b) Ownership of the Goods shall not pass to the Buyer until the Seller has received full payment for them and until ownership of the Goods passes the Seller shall have the right to enter upon the premises of the Buyer to repossess them.

11. Price

- (a) An administration charge of £12.50 will be made by the Seller to all orders with a net invoice value of less than £175 before carriage charges added – unless otherwise agreed in writing.
- (b) **Paint & Upholstery Charges**

Many of our products are available in an alternative colour but are subject to a surcharge:

Please contact our customer service team for current charges.

Paint – Frame only colour change

Paint – Complete colour change

Melamine – Drawer colour change

Melamine – Complete colour change

Vinyl – Colour change

Please note that all non-standard coloured items are non-returnable.

- (c) The unit price for the Goods shall be the price set out in the Seller's current price list or valid quotation.
- (d) The unit price for the Goods shall be exclusive of any value added tax, all costs in relation to special packaging, carriage charges, and insurance, all of which amounts the Buyer shall pay when it is due to pay for the Goods, where applicable.

12. Payment

- (a) Payment of the price for the Goods is due in pounds sterling payable within 30 days of the invoice date, unless otherwise agreed in writing. Time for payment shall be of the essence.
- (b) No payment shall be deemed to have been received until the Seller has received cleared funds. Payments for credit card orders will be authorised and actioned at the time of order. The Seller reserves the right to make additional charges for credit card sales providing the Buyer is notified at time of purchase.
- (c) An administration charge of £12.50 will be made by the Seller to all orders with a net invoice value of less than £175 before carriage charges added unless otherwise agreed in writing.
- (d) The Buyer shall make all payments due under the Contract in full without any deduction. If the Buyer fails to pay the Seller any sum due pursuant to the Contract, the Buyer shall be liable to pay interest to the Seller on such sum from the due date for payment at the annual rate of 8% accruing on a daily basis until payment is made, whether before or after any Judgment. The Seller also reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

13. Quality and Warranty

- (a) Bristol Maid branded Products are guaranteed for a period of 3 years from date of delivery against manufacturing defects, apart from the following components which have 12 months warranty, namely:
 - (i) Mechanical & electronic locks and keys.
 - (ii) Gas struts
 - (iii) Rechargeable batteries
 - (iv) Electronic components
 - (v) Plastic components / side panels / tops
 - (vi) Bristol Maid polymer products

- (vii) Castors
 - (viii) Drawer runners
 - (ix) Fabric & Vinyl
- (b) Bristol Maid Examination/Treatment couches & Chairs starting with prefix EC1, EC2, EC4 & EC5 are guaranteed from the date of delivery, for a period of 10 years on the frame against manufacturing defects, 3 years on the electric controls, electric actuator & control box and 1 year on all other components including the Hydraulic actuator.
- (c) Where the Seller is not the manufacturer of the Goods, the Seller shall endeavour to transfer to the Buyer or enforce on the buyer's behalf the benefit of any warranty, guarantee or statutory rights given to the Seller, namely:
- (i) Metro Range including Starsys (Product code beginning with prefix 8).
 - (ii) PL Range of Lockers (Product code beginning with prefix PL).
 - (iii) Labcold Fridges (Product code beginning with prefix 5RL).
 - (iv) Sterile Container Storage, HTM71 Racking, Scan Modul range of products (Product code beginning with prefix 2H, 2S, 4 or 4H).
 - (v) Seating (Product code beginning with prefix 5, 5ND, TS/PH)
 - (vi) Plastic Bins (Product code beginning with prefix 5F or 5R).
 - (vii) Bariatric range
 - (viii) Locking solutions (Product code beginning with prefix 2LOCK, 2LOKE, SKC).
 - (ix) Mobile Workstations (Product code beginning with prefix 5RC).
- (d) Provided that the Buyer has complied with its obligations hereunder and has subjected the Goods to reasonable use then if the Goods become defective due to any failure of design or manufacture during the warranty period (which will be between 12 and 36 months from Delivery depending on the Goods and is specified by the Seller) then the Seller will either repair, supply a replacement part or replace such Goods or refund the price of such Goods at the pro rata Contract rate (at the Seller's discretion but after reasonable consultation with the Buyer).
- (e) The above warranty is in addition not substitution for the Buyers statutory rights (if any) but the parties agree that in normal circumstances the above warranty is likely to be sufficient to adequately recompense the Buyer.

- (f) The Seller shall not be liable for a Warranty claim:
 - (i) Unless the Buyer gives written notice of the defect to the Seller within the warranty period; or
 - (ii) unless the Seller is given a reasonable opportunity after receiving the notice of examining such Goods and the Buyer (if asked to do so by the Seller) returns such Goods to the Seller's place of business at the Seller's cost; or
 - (iii) unless the Buyer makes no further use of such Goods after giving such notice; or
 - (iv) if the defect arises because the Buyer failed to follow the Seller's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice; or
 - (v) if the Buyer alters or repairs such Goods without the written consent of the Seller.
- (g) Any Goods replaced under Warranty shall be guaranteed under the Warranty for the unexpired portion of the warranty period.

14. Limitation of Liability

- (a) Save in respect of damages for death and personal injury, the Seller's liability for negligence shall be limited to the amount of its relevant insurance policies.
- (b) The Seller shall be under no liability to the Buyer in respect of any breach of contract for any indirect or consequential loss or for any loss of profits, income, provision of care or medical services, hospital or premises availability, increased costs, hire charges, remote or unforeseeable losses nor for any third-party losses (and the Buyer should insure against these risks).
- (c) As the Seller offers warranty and return of Goods the Seller's liability in contract shall not exceed a figure equal to twice the Price.

15. Disposal of Waste Electrical and Electronic Equipment

Pharmacy Equipment Direct™ is a trading name of Hospital Metalcraft Ltd

- (a) Prices for the sale of electrical and electronic equipment for which Hospital Metalcraft Ltd is a 'Business to Business Producer', for purposes of the WEEE regulations, are offered solely on the term that the customer will finance the end-of-life collection, treatment, recovery and environmentally sound disposal of such equipment.
- (b) Such equipment, shall be identified with the crossed out wheeled bin symbol.

16. Assignment

Neither party may assign the Contract without the consent of the other party.

17. Force Majeure

Either party shall have the right to defer Delivery or to cancel the Contract or reduce the volume of the Goods ordered if it is prevented from performing the Contract due to unforeseen circumstances beyond its reasonable control ("Force Majeure" which expression includes Force Majeure affecting a supplier or subcontractor) provided that they shall inform the other party of all the circumstances and if they are prevented from performing the contract for more than 180 days then either party may give notice in writing to terminate the Contract.

Pharmacy Equipment Direct™, a trading name of Hospital Metalcraft Limited