

SUNRISE MEDICAL LIMITED – CONDITIONS OF SALE

Contacting the Company. The Company may be contacted by telephone on 0845 605 6688 or by email at enquiries@sunmed.co.uk in relation to any order made under these Conditions.

Communication with You. If required, the Company will contact You by email or post on the details provided in the Order.

We draw Your attention to clause 10.11 of these Conditions and recommend that You review this clause prior to making any payment to the Company.

1 INTERPRETATION

1.1 Definitions:

“Business Day” a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

“Company” Sunrise Medical Limited (registered in England and Wales with company number 03570204 and any of its subsidiary companies as appropriate.

“Conditions” the terms and conditions set out in this document as amended from time to time in accordance with clause 19.5.

“Configured Goods” means goods set out in the Order which are unique to You and have been manufactured to meet Your requirements, including prescribed wheelchairs.

“Contract” the contract between the Company and Your for the sale and purchase of the Goods in accordance with these Conditions.

“Goods” the goods (or any part of them) set out in the Order.

“Order” Your order for the Goods, as set out on Your purchase order form, or if relevant, Your order for the Goods placed through the Site.

“Privacy Policy” the privacy policy published at www.sunrisemedical.co.uk/privacy-policy-gb as updated and amended from time to time.

“Site” any website published on the World Wide Web for or by the Company.

“Specification” any specification for the Goods agreed in writing by You and the Company.

“You”, “Your” the person or firm who purchases the Goods from the Company as stated on the Order.

1.2 A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

1.3 Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.4 A reference to **writing** or **written** includes faxes and emails.

2 U.K CONSUMER SALES – CLAUSE ONLY APPLIES TO CONSUMER SALES

2.1 These Conditions do not affect Your statutory rights.

2.2 If there is any conflict between this Clause 2 and the Conditions then this Clause 2 shall take precedence.

2.3 Where the Contract is for the sale of Goods to a consumer that is in general a person acquiring the Goods otherwise than for the purpose of a trade or business the statutory rights or obligations that arise if the Goods are defective or are not fit for their purpose or do not correspond with their description shall in no way be affected by these Conditions. Where a trade discount is given You warrant that the transaction is not a consumer sale.

2.4 You shall not be entitled to return the Goods for any reason except under the warranty conditions or in accordance with Your statutory rights.

2.5 The Company may require a signed declaration of disability from You if the Goods supplied are exempt from VAT or other taxes due to a supply to individual disabled persons.

2.6 If a defect in the Goods becomes apparent within the warranty period which shall commence on from the delivery date by the Company and ends 12 months following the delivery of the Goods (**“Warranty Period”**) then the Company either itself or by an authorised dealer or repairer will effect any necessary repair or replacement of parts free of charge provided that:

2.6.1 any part repaired or replaced during the Warranty Period is warranted for the duration of such period;

2.6.2 the designated repairer and the arrangements for repairs and service will be notified by the Company to You or the Company can provide details of another authorised repairer upon request;

2.6.3 You must notify the designated repairer immediately upon a defect occurring giving full details of the defect and no use must be made of the Goods and no alteration or unauthorised repairs made to the Goods prior to inspection by the designated repairer;

2.6.4 if the Goods are being operated outside of the UK when a defect arises You must bear the transport, insurance and packaging costs incurred in having the Goods repaired or replaced by an authorised repairer;

2.6.5 consumable items are not covered by the warranty unless such items can be proven to have suffered undue wear as a direct result of an original manufacturing defect. Such items include, without limitation lubricants, motor brushes, upholstery, tyres, inner tubes, brakes and similar parts. Batteries will only be covered by the warranty where they have been charged and maintained fully in accordance with the manufacturer’s recommendations; and

2.6.6 the warranty will not cover Goods which require repair or replacement as a result of:-

2.6.6.1 Goods or parts not being maintained in accordance with the manufacturers recommendations and where the specified original equipment parts have not been used;

2.6.6.2 Goods or parts damaged by neglect, accident or incorrect use;

2.6.6.3 Goods or parts having been altered from the manufacturers specification or repairs attempted by anyone other than the designated repairer;

2.6.6.4 fair wear and tear.

3 BASIS OF CONTRACT

3.1 These Conditions apply to the Contract to the exclusion of any other terms that You seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3.2 The Order constitutes an offer by You to purchase the Goods in accordance with these Conditions. You are responsible for ensuring that the terms of the Order are complete and accurate.

3.3 The Order shall only be deemed to be accepted when the Company issues a written acceptance of the Order, at which point the Contract shall come into existence.

3.4 If You submit an Order through the Site, You will receive an acknowledgement email which does not constitute acceptance of the Order and in relation to Orders for Configured Goods, it is Your responsibility to check that the Company’s order acknowledgement is correct. Provided you do not inform us within 24 hours that the Company’s order acknowledgement does not accurately reflect Your Order for Configured Goods, You will receive a separate confirmation email, at which point the Contract shall come into existence.

3.5 If the Company is unable to supply any Goods, for example because such Goods are not in stock or are no longer available, the Company will inform You of this by email and the Order will not be accepted. Where You have paid for the Goods, the Company will refund the full amount paid.

3.6 A quotation for the Goods given by the Company shall not constitute an offer. A quotation shall only be valid for a period of 30 Business Days from its date of issue and may be withdrawn by the Company within such period at any time upon written or oral notice.

4 GOODS

4.1 The Goods shall be as described in the Specification. The Company may warrant the exact specifications of Goods if requested by You in writing but to be valid such warranty must be agreed on the Order and set out in the Company’s order confirmation email.

4.2 The Company reserves the right to amend the Specification without notice provided it is not a material change and if required by any applicable statutory or regulatory requirements.

4.3 Any samples, drawings, figures, speeds, measurements, capacities, technical information and data, descriptive matter or advertising produced by the Company and any descriptions or illustrations contained in the Company’s catalogues or brochures or on the Site are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract.

4.4 The Company shall only accept cancellation by You if all costs and expenses incurred by the Company up to the time of cancellation and all loss of profits and other direct or indirect loss or damage resulting to the Company due to such cancellation are paid by You to the Company.

4.5 Where powered mobility vehicles are sold by You to a consumer or repair or servicing work is carried out by You for a consumer You shall adhere to the British Healthcare Trades Association Code of Practice and Standard Warranty Conditions as supplied to You from time to time by the Company.

4.6 Where the Goods are purchased by You for onward resale it is Your obligation to ensure transparency with Your customer in relation to any pricing rebate which may be applicable.

4.7 In the case of Goods which are not manufactured by the Company, the Company does not give You any assurance or guarantee that Your use or Your onward sale of the Goods will not infringe any third party intellectual property rights.

4.8 All drawings, documents, confidential records and other information supplied by the Company to You are supplied on the express understanding that copyright

is reserved to the Company and that You will not without the written consent of the Company either give away, loan exhibit or sell any such drawings, documents, records or other information or extracts thereof.

4.9 In relation to Your use of the Goods and any onward sale of the Goods, You shall comply with all applicable laws, enactments, regulations, regulatory policies, guidelines and industry codes and shall maintain such authorisations and all other approvals, permits and authorities as are required from time to time to perform Your obligations under or in connection with Your use or onward sale of the Goods.

5 DELIVERY

5.1 The Company shall endeavour to deliver the Goods to the location set out in the Order or such other location as the parties may agree (**“Delivery Location”**).

5.2 Delivery is completed on the completion of unloading of the Goods at the Delivery Location.

5.3 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. You shall not be entitled to cancel the Order or to claim damages if the Company is not able to deliver on the delivery date.

5.4 The Company shall not be liable for any delay in delivery of the Goods that is caused by Your failure to provide the Company with adequate delivery instructions, alterations made to the Order or any other instructions that are relevant to the supply of the Goods.

5.5 The Company shall endeavour to comply with reasonable requests by You for postponement of delivery or revised instructions but shall be under no obligation to do so and may charge You storage charges or costs incurred in complying with the revised instructions.

5.6 You must ensure adequate access for the Company to the Delivery Location and ensure that all facilities and services are available which are necessary to enable the Company to deliver the Goods.

5.7 You must sign a check list and delivery note upon delivery of the Goods.

5.8 The Company may deliver the Goods by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle You to cancel any other instalment.

5.9 Failure by You to take delivery of or make payment in respect of any one or more instalments of Goods delivered shall entitle the Company to treat the whole contract as repudiated by You.

5.10 Any packaging supplied by the Company, unless otherwise agreed in writing, is only intended to provide adequate protection through normal conditions of transit of usual duration.

6 DEFECTS APPARENT ON INSPECTION

6.1 You shall have no claim for shortages or defects apparent on visual inspection unless:

6.1.1 You inspect the Goods within three (3) working days of delivery;

6.1.2 a written complaint is made by You to the Company and to the carrier within fourteen (14) days of receipt of the Goods or such shorter period as the carriers conditions (if applicable) require specifying the shortage or defect;

6.1.3 the Company is given an opportunity to inspect the Goods and to investigate any complaint before any use of or alteration to or interference with the Goods.

6.2 If a complaint is not made to the Company as required by this clause then the Goods shall be deemed to be in all respects in accordance with the Contract and You shall be bound to pay for the same accordingly.

6.3 Unless You and the Company have agreed in writing that risk in the Goods does not pass to You until they have been delivered at the delivery location, the Company shall not be responsible for any claim for loss or damage of the Goods in transit, whether or not the Company has arranged the carrier.

7 DEFECTS NOT APPARENT ON INSPECTION

7.1 You shall have no claim in respect of defects not apparent on visual inspection at delivery unless:

7.1.1 the Company is notified in writing as soon as the defect is discovered and no use of, alteration to or interference with the Goods is made before the Company has inspected the Goods;

7.1.2 the notification has been sent within 12 months of the date of delivery of the Goods or for an item not manufactured by the Company, within the guarantee period specified by the manufacturer of such item.

7.2 You shall not be entitled to any claim in respect of a defect arising by reason of the Goods not being maintained in accordance with the manufacturer or the Company’s instructions or recommendations, fair wear and tear or damage due to accident, neglect, misuse or improper repair nor in respect of Goods to which alterations have been made without the prior written consent of the Company or to which replacement parts not supplied by the Company have been fitted.

7.3 The Company shall inspect the Goods as soon as reasonably possibly and You shall take all steps necessary to enable the Company to do so.

8 WARRANTY

8.1 The Company warrants that on delivery, and for a period of 12 months from the date of delivery ("Warranty Period"), the Goods shall conform in all material respects with the Specification and that they will be constructed of sound materials and be of good workmanship.

8.2 Subject to clause 8.2, if:

8.2.1 You give notice in writing to the Company (or if requested to do so by the Company, the Company's authorised dealer or repair agent) during the warranty period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 8.1;

8.2.2 the Company is given a reasonable opportunity to examine such Goods; and

8.2.3 You (if asked to do so by the Company) return such Goods to the Company's place of business at Your cost;

the Company (or its authorised dealer or repair agent) shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full. This shall be Your sole remedy.

8.3 The Company shall not be liable for the Goods' failure to comply with the warranty set out in clause 8.1 in any of the following events:

8.3.1 You make any further use of such Goods after giving notice in accordance with clause 8.2;

8.3.2 the defect arises because You failed to follow the Company's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;

8.3.3 the defect arises as a result of the Company following any drawing, design or Specification supplied by You;

8.3.4 You alter or repair such Goods without the written consent of the Company;

8.3.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or

8.3.6 the Goods differ from the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

8.4 Goods of a consumable nature will not have the benefit of the warranty set out at clause 8.1 unless such items have suffered undue wear as a direct result of an original manufacturing defect. These Goods include amongst others lubricants, motor brushes, upholstery, tyres, inner tubes, brakes and similar parts. Batteries will only be covered by such warranty where they have been charged and maintained fully in accordance with the manufacturer's recommendations.

8.5 Except as provided in this clause 8, the Company shall have no liability to You in respect of the Goods' failure to comply with the warranty set out in clause 8.1.

8.6 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

8.7 These Conditions shall apply to any repaired or replacement Goods supplied by the Company.

8.8 For Goods not manufactured by the Company the guarantee will be limited to the guarantee (if any) which the Company receives from the manufacturer.

8.9 The Company may instruct an authorised dealer or repair agent to replace or repair the Goods and shall notify You in the event that it does.

9 TITLE AND RISK

9.1 Unless otherwise agreed in writing and subject to the terms of clause 14, the risk in the Goods shall pass to You at the point at which the Goods are taken in charge by a delivery courier.

9.2 Title to the Goods shall not pass to You until the Company receives payment in full (in cash or cleared funds) for the Goods and any other goods that the Company has supplied to You, in which case title to the Goods shall pass at the time of payment of all such sums or if earlier, when the Company serves You notice in writing stating that title to the Goods has passed.

9.3 Until title to the Goods has passed to You, You shall:

9.3.1 store the Goods separately from all other goods held by You so that they remain readily identifiable as the Company's property;

9.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

9.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;

9.3.4 notify the Company immediately if it becomes subject to any of the events listed in clause 11.1; and

9.3.5 give the Company such information relating to the Goods as the Company may require from time to time.

9.4 Subject to clause 9.5, You may resell or use the Goods in the ordinary course of Your business (but not otherwise) before the Company receives payment for the Goods. However, if You resell the Goods before that time:

9.4.1 You do so as principal and not as the Company's agent; and

9.4.2 title to the Goods shall pass from the Company to You immediately before the time at which resale by You occurs.

9.5 If before title to the Goods passes to You, You become subject to any of the events listed in clause 11.1, then, without limiting any other right or remedy the Company may have:

9.5.1 Your right to resell the Goods or use them in the ordinary course of Your business ceases immediately; and

9.5.2 the Company may at any time:

9.5.2.1 require You to deliver up all Goods in Your possession that have not been resold, or irrevocably incorporated into another product; and

9.5.2.2 if You fail to do so promptly, enter Your premises or the premises of any third party where the Goods are stored in order to recover them.

10 PRICE AND PAYMENT

10.1 The price of the Goods shall be the price set out in the Order, or, if no price is quoted, the price set out in the Company's published price list in force as at the date of delivery. Where the Goods are purchased on the Site, the price of the Goods shall be the price quoted on the Site at the time You submit Your Order.

10.2 Subject to clause 14 and unless otherwise agreed, all prices are quoted CPT (Carriage Paid To) (Incoterms 2010), exclusive of VAT.

10.3 Subject to clause 10.3, the Company may, by giving notice to You at any time before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:

10.3.1 any factor beyond the Company's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

10.3.2 any request by You to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or

10.3.3 any delay caused by Your instructions or failure by You to give the Company adequate or accurate information or instructions.

10.4 Where You purchase Goods on the Site, the Company may only change the price of the Goods after Your Order has been accepted if the change is due to any circumstances listed at clauses 10.3.2 and 10.3.3 above.

10.5 The price of the Goods excludes amounts in respect of value added tax (VAT), which You shall additionally be liable to pay to the Company at the prevailing rate, subject to the receipt of a valid VAT invoice. In some cases, the price of the Goods also excludes the cost of delivery but the Company will notify You of this.

10.6 The Company may invoice You for the Goods on or at any time after the Goods are despatched and leave the premises of the Company.

10.7 Unless otherwise agreed in writing, you shall pay the invoice in the currency set out in the invoice in full and in cleared funds by the end of the month following the month the invoice was dated. You can choose to pay the invoice by bank transfer or by corporate credit card. If You decide to pay the invoice by bank transfer, payment shall be made to the bank account nominated in writing by the Company. If You are a firm and decide to pay the invoice by corporate credit card, we will charge a fee of 2% of the total amount of the invoice. Time for payment is of the essence.

10.8 You may request that the Company invoices You for the Goods prior to the time set out at clause 10.6 and if You do, You acknowledge and accept that it is Your responsibility to ensure transparency with Your customer in relation to any invoicing prior to the Goods being despatched from the Company's premises.

10.9 If You fail to make any payment due to the Company under the Contract by the due date for payment, then You shall pay interest on the overdue amount at the rate of 4% per annum above Barclays Bank PLC's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. You shall pay the interest together with the overdue amount.

10.10 You shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Company may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by You against any amount payable by the Company to You.

10.11 It is Your responsibility to verify the bank account details which you make payment to. The Company shall not be liable in the event that You make

payment to an incorrect bank account as a result of a third party purporting to be the Company and informing you of changes to bank account details.

11 TERMINATION

11.1 Without limiting its other rights or remedies, the Company may terminate this Contract with immediate effect by giving written notice to You if:

11.1.1 You commit a material breach of any term of the Contract and (if such a breach is remediable) fail to remedy that breach within 30 days of being notified in writing to do so;

11.1.2 You fail to pay any amount due under the Contract on the due date and such amount remains unpaid for 14 days after the Company has given You notification that the payment is overdue;

11.1.3 You take any step or action in connection with You entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;

11.1.4 You suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of Your business; or

11.1.5 Your financial position deteriorates to such an extent that in the Company's opinion Your capability to adequately fulfil Your obligations under the Contract has been placed in jeopardy.

11.2 Without limiting its other rights or remedies, the Company may suspend provision of the Goods under the Contract or any other contract between You and the Company if You becomes subject to any of the events listed in clause 11.1 to clause 11.1.5, or the Company reasonably believes that You are about to become subject to any of them, or if You fail to pay any amount due under this Contract on the due date for payment.

11.3 On termination of the Contract for any reason You shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest.

11.4 Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract that existed at or before the date of termination.

11.5 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

12 LIMITATION OF LIABILITY

12.1 Nothing in these Conditions shall limit or exclude the Company's liability for:

12.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);

12.1.2 fraud or fraudulent misrepresentation;

12.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979;

12.1.4 defective products under the Consumer Protection Act 1987; or

12.1.5 any matter in respect of which it would be unlawful for the Company to exclude or restrict liability.

12.2 Subject to clause 12.1:

12.2.1 the Company shall under no circumstances whatsoever be liable to the You, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss or corruption of data, loss of use, loss of production, loss of contract, loss of opportunity, loss of savings, discount or rebate (whether actual or anticipated), harm to reputation, loss of goodwill or any indirect or consequential loss arising under or in connection with the Contract; and

12.2.2 the Company's total liability to You in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 100% of the price of the Goods.

13 FORCE MAJEURE

13.1 Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from a reason beyond the reasonable control of that party including acts of God, war, riot, armed conflict, acts of terrorism, fire, flood, malicious damage, explosion, severe weather, industrial action, pestilence, actions of government authorities, shortage of materials, failure of utilities or equipment, rules or regulations of the country of origin of the Goods, changes to import or export laws or inability to obtain transport or loading facilities.

- 13.2 If the period of delay or non-performance continues for two months, the party not affected may terminate this Contract by giving 30 days written notice to the affected party.
- 14 EXPORT – CLAUSE ONLY APPLIES IF GOODS ARE DELIVERED OUTSIDE OF GREAT BRITAIN**
- 14.1 This Clause 14 shall only apply where Goods are sold by the Company for delivery outside of Great Britain. If there is any conflict between this Clause 14 and the Conditions then this Clause 14 shall take precedence.
- 14.2 Unless otherwise agreed in writing Goods for delivery outside of Great Britain are sold Ex Works (Incoterms 2010).
- 14.3 The cost of carriage and packaging if required by You shall unless otherwise stated in writing be charged in addition to the cost of the Goods.
- 14.4 If You refuse or fail to take delivery of the Goods for any reason including restrictions on the import of the Goods into the designated country, or fail to pay any instalment of delivery the Company may at its sole option cancel the Order or resell the Goods on Your account. You shall be liable for all losses and costs incurred by the Company.
- 14.5 You shall be solely responsible for obtaining all import authorisations.
- 14.6 If any defect arises in the Goods and You wish to make a warranty claim then it shall be Your obligation to separate or detach the parts from the Goods and to install the repaired or replacement Goods. All Goods returned must be shipped prepaid by You. The Company shall pay the costs of the return of the Goods or replacement parts, including the cost of transporting the Goods to the Company's authorised dealer or repair agent.
- 14.7 The Company shall be entitled at its option, to arrange for any defective Goods to be repaired on Your site.
- 15 DATA PROTECTION**
- 15.1 The Company's Privacy Policy explains the ways in which the Company intend to process Personal Data and shall apply to the processing of personal data for the purpose of these Conditions.
- 15.2 The Company does not require consent from You to process Personal Data for:
- 15.2.1 the performance of its obligations under these Conditions;
- 15.2.2 to comply with its legal obligations; or
- 15.2.3 for its own legitimate interests.
- 15.3 If the Company does require consent from You or a data subject, You or the data subject do not have to give consent and the Company's service is not conditional on receiving such consent. Consent can be withdrawn by You or the data subject at any time by emailing the Company at data.privacy@sunrisemedical.eu and by other contact methods contained in the Privacy Policy.
- 16 CONFIDENTIALITY**
- 16.1 You undertake that You shall not at any time during this Contract, and for a period of 5 years after termination of this Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the Company or drawings, documents, computer software and other information supplied by the Company.
- 16.2 You shall not use the Company's confidential information for any purpose other than to exercise Your rights and perform Your obligations under or in connection with this Contract.
- 17 YOUR DRAWINGS**
- 17.1 You shall be solely responsible for ensuring that all drawings, information, advice and recommendations given to the Company either directly or indirectly by You ("**Customer Information**") are accurate, correct and suitable. Examination or consideration by the Company of the Customer Information shall in no way limit Your responsibility under this Contract unless the Company agrees in writing to accept responsibility.

- 17.2 You shall indemnify the Company from and against all actions, claims, costs and proceedings which arise due to the manufacture of Goods to Your Specification where a third party claims that its intellectual property rights have been infringed.
- 18 REGULATORY REQUIREMENTS – ONLY APPLIES TO GOODS THAT CONTAIN MEDICAL PRODUCTS**
- 18.1 If the Goods You purchase under these Conditions includes medical products and accessories (**Medical Products**), this clause 18 shall apply.
- 18.2 The Company is a manufacturer of the Medical Products as defined in Article 2(30) of the EU Regulation 2017/745 (**EU Medical Devices Regulation**). If Your Order contains any Medical Products, the Company will provide these in accordance with EU Medical Devices Regulation.
- Distributors – clauses 18.3 to 18.6 only apply if You are a distributor of Medical Products sold to You by the Company**
- 18.3 If You make any Medical Product available on the market to end users, You will be a distributor of the Medical Products, as defined in Article 2(34) of the EU Medical Devices Regulation and clauses 18.3 to 18.6 will apply.
- 18.4 You warrant that:
- 18.4.1 You will at all times comply with Your obligations as a distributor in accordance with Article 14 of the EU Medical Devices Regulation;
- 18.4.2 You will, from the date You receive the first Medical Product and for a period of 10 years after the date that the Company delivers the last Medical Product to You under these Conditions, provide to the Company and the competent authority, promptly upon request, all information required under Article 25(2) EU Medical Devices Regulation. This information shall be provided to a competent authority located in the country the Medical Products were purchased from and in the country the Medical Products were delivered to;
- 18.4.3 You will have in place and maintain at all times, such records as are necessary to comply with Article 25(2) EU Medical Devices Regulation and clause 18.4.2;
- 18.4.4 You will immediately inform the Company of all experiences and findings regarding the use of the Medical Products, including but not limited to, trends You have observed and all complaints and reports of suspected incidents or serious risks in connection with the Medical Products that You receive. You will maintain records of such information required in accordance with this clause 18.4.4 from the date that You receive the first Medical Product and for a period of 10 years after the date that the Company delivers the last Medical Product to You under these Conditions;
- 18.4.5 You will comply with all storage and transport conditions relating to the Medical Products, as notified by the Company to You from time to time, and provide evidence of your compliance with such conditions, promptly upon request from the Company;
- 18.4.6 You will at all times have in place procedures and policies to ensure that Your obligations under this clause 18.4 continue to be complied with in the event Your business operations cease; and
- 18.4.7 promptly upon the Company's request, you will provide evidence of Your compliance with clauses 18.4.1 to 18.4.6 to the Company or such other person or entity provided by the Company.
- 18.5 You will cooperate, at your own cost, with the Company to ensure the traceability of Medical Products including for the purposes of any safety-related corrective measures required in the marketplace in which the Medical Products are sold and used and provide all such information as the Company requires in relation to this. You acknowledge and accept that you are responsible for maintaining appropriate records to trace all Medical Products to Your customers and end customers in order to perform a product recall if necessary.
- 18.6 Where the Company provides You with materials for advertising the Medical Products (including text, descriptions, trademarks, illustrations and other signs),

- such materials can only be used by You in connection with advertising the Medical Products and will not be amended or altered in any way.
- 19 GENERAL**
- 19.1 The Company may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- 19.2 You may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of Your rights or obligations under the Contract without the prior written consent of the Company.
- 19.3 This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 19.4 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement or those on the Site. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement or on the Site.
- 19.5 No variation of this Contract shall be effective unless it is in writing and signed by the parties
- 19.6 No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 19.7 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable.
- 19.8 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or email.
- 19.9 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 19.8; if sent by pre-paid first class post or other next working day delivery service, at 9:00 am on the two Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or email, one Business Day after transmission.
- 19.10 No one other than a party to this Contract shall have any right to enforce any of its terms.
- 19.11 The Company may amend these Conditions from time to time and the version in force at the time of Your Order will be the Conditions subject to the Contract. Any amendments made to these Conditions will not affect any existing Order unless such amendments are required to reflect any changes in relevant laws and regulatory requirements.
- 19.12 The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.
- 19.13 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.