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## UNISURGE INTERNATIONAL LIMITED STANDARD TERMS AND CONDITIONS OF SALE

### 1. Application

These conditions apply to all contracts between Unisurge International Ltd ("Unisurge") and the Customer and override all conditions stipulated by the Customer (even if submitted in a later document); any other agreements between the parties relating to the subject matter of this order are terminated (except an agreement into which these conditions are incorporated).

No variation to these conditions is permitted unless agreed in writing by the Directors of Unisurge.

### 2. Price

Prices shall be those quoted or accepted by Unisurge subject to revision in the event of any increase or decrease of the costs of Unisurge between the date of quotation or acceptance by Unisurge and the date of despatch to the Customer.

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

### 3. Delivery

3.1 Delivery dates are approximate only and Unisurge shall not be responsible for any loss or damage arising from any delay in delivery of all or part of any goods ordered.

3.2 In the case of damage to goods or loss of part of a consignment, the consignment must be inspected in the presence of the carrier. If any goods are damaged or lost the consignment note must be endorsed accordingly and the Customer must notify Unisurge within forty-eight (48) hours of delivery, such notification to be confirmed in writing within the following five (5) days. The Customer must hold all damaged goods for a reasonable time to enable Unisurge to carry out an investigation.

3.3 Claims in respect of short delivery must be notified in writing to Unisurge within seven (7) days of the receipt of goods.

3.4 Claims in respect of goods which do not conform to those ordered by the Customer must be notified in writing to Unisurge within seven (7) days of the receipt of the goods.

3.5 Save in exceptional circumstances, the existence of which Unisurge alone shall determine, Unisurge will not accept liability for claims of any of the above matters which are notified after the relevant time limit has expired.

3.6 Unisurge reserves the right to charge the Customer for any transport, storage or other costs reasonably incurred if for any reason the Customer is not able promptly to accept goods tendered for delivery and the delivery is refused.

3.7 Claims in respect of non-delivery must be notified to Unisurge within seven (7) days of the receipt of Unisurge's invoice or statement, whichever is the first document to be received by the Customer.

### 4. Returns

4.1 Returns must be made subject to the following:

- 4.1.1 prior authority having been obtained from Unisurge which will be given at the Company's sole discretion;
- 4.1.2 the request for the return must be made within fourteen (14) days of the date of the invoice and the goods in issue must be returned within fourteen (14) days of the authority to return;
- 4.1.3 the goods must be properly packed;
- 4.1.4 the goods must be in a saleable condition;
- 4.1.5 the goods must be accompanied by a list of the goods.

4.2 Unisurge reserves the right to reject any products which do not comply with the conditions set out in Clause 4.1.

4.3 If Unisurge nevertheless agrees to accept any goods returned which are not in a saleable condition, Unisurge reserves the right to charge the cost to the Customer of bringing the goods into a saleable condition.

4.4 The Customer shall not be entitled to return Goods for credit unless it has obtained Unisurge's prior authorisation for any such return. Unisurge reserves the right to recover its delivery costs in respect of returned Goods by charging a maximum handling fee of 25% of the invoice cost for all returns for credit which it has accepted.

### 4. Cancellation and Rescheduling

Unless otherwise agreed in writing, any request by the Customer for cancellation of any order or for the rescheduling of any deliveries will only be considered by Unisurge if made at least 24 hours before despatch of the products, and shall be subject to acceptance by Unisurge at its sole discretion, and subject to a reasonable administration charge. The Customer hereby agrees to indemnify Unisurge against all losses, costs (including the cost of labour and materials used and overheads incurred), damages, charges and expenses arising out of the order and its cancellation or rescheduling.

### 5. Accounts and Payment

5.1 Payment for the goods shall be made within thirty (30) days of the date of the invoice, unless otherwise specified on the invoice.

5.2 Unisurge reserves the right to charge Interest on overdue sums at the rate of 4% (four percent) per annum above the Base Rate for the time being at HSBC calculated on a daily basis from the due date of payment in Clause 5.1 above until the date upon which payment is made.

5.3 Unisurge may at any time require the Customer to make payment in advance of delivery or require security for payment.

5.4 If the Customer fails to make any payment by the due date or when required, Unisurge may (without prejudice or any other remedy which it may have) cancel this contract and/or any other contract between the Customer and Unisurge and/or suspend delivery under this or any other contract until payment is made.

5.5 Unisurge reserves the right to charge a surcharge on credit card transactions (which may exceed the amount charged to Unisurge by the credit card companies) by way of a handling or processing charge.

5.6 The Customer must notify Unisurge in writing within seven (7) days of the date of invoice of any errors within the invoice. Failure will result in Unisurge assuming acceptance of the invoice in full.

5.7 The Customer's credit limit may be withdrawn or amended without prior notice by Unisurge. Should credit facilities be provided the Customer undertakes to notify Unisurge without delay of any material change in its finances, structure, share ownership and/or value of assets which may affect the Customer's credit status. Failure to report any such changes may result in credit being withdrawn without prior notice.

### 6. Title of Goods

Title to the goods shall in no case pass to the Customer until the full contract price has been paid in full to Unisurge. The Customer shall in any event have a particular and general lien over the goods for all claims under contract against Unisurge.

### 7. Liability

7.1 Unless specifically directed on the Goods' packaging, all Goods supplied by Unisurge must be stored by the Customer in a suitable cool, dust-free and dry place and Unisurge shall not be liable for any defects in the Goods caused by abnormal or unsuitable conditions of storage.

7.2 Unisurge shall not be liable for any loss or damage sustained by the Customer resulting from defects in the Goods caused by fair wear and tear, fire or accident or from the Customer's wilful damage to, misuse or neglect of the Goods, or from unauthorised installation, alterations to or repairs to the Goods carried out by the Customer or any third party, or from the Customer's failure to use the Goods in accordance with their intended purpose or Unisurge's instructions. Express warranties given by the Company are given in lieu of all terms implied in relation to the Goods by statute, common law or otherwise, which terms are hereby excluded. Unisurge shall have no liability for any indirect or consequential losses suffered by the Customer howsoever caused (except that nothing in these conditions shall be taken to exclude Unisurge's liability for death or personal injury resulting from negligence).

### 8. Termination

If there is appointed a Receiver, Administrator or Administrative Receiver of the Customer's property or assets or any part of them, or a court order is made or a resolution is passed for the winding-up of the Customer (except for the purpose of amalgamation or reconstruction) or if the Customer commits any act of bankruptcy, or any bankruptcy petition is presented against the Customer (or any analogous proceedings under the law or any country outside the United Kingdom are commenced), Unisurge may by notice in writing to the Customer cancel all orders and contracts between Unisurge and the Customer or any part of them remaining unfulfilled.

### 9. Data Protection

9.1 The parties are committed to respecting the privacy rights of individuals. To the extent that a party collects and transfers to the other party any personal data, the receiving party will comply with relevant laws and regulations related to this collection and transfer and agrees also to comply with relevant laws and regulations related to the storage, maintenance and processing of such personal data.

9.2 The Customer agrees that Unisurge may make such enquiries and searches and obtain such references as it considers necessary from any person, firm or company including any credit reference agency (which will keep a record of any search made) and may disclose the results to those enquiries, searches and reference and any information given by the Customer ("relevant information") to any credit reference agency or to any other company in any corporate group of which it is a member, to any company or business associated with it and to any person, firm or company acting on the Company's behalf for any purpose connect with the Company's business.

### 10. Governing Law

These conditions shall be governed by the laws of England.

**Name of Hospital:**

**Customer Signature:**

**Please Print Name:**

**Date:**

**Business Manager's Signature:**

**Please Print Name:**