

<p>CONDITIONS OF SALE</p> <p>1.1 INTERPRETATION</p> <p>1.2 Definitions</p> <p>In these Conditions:</p> <p>“Buyer” means the person firm or company (“Legal Person”) with whom the Seller enters into the Contract. Where the Buyer is not a single natural person, each shall be jointly and severally liable for complying with the obligations arising from the Contract;</p> <p>“Contract” means the contract between the Buyer and the Seller for the purchase and sale of the Goods and supply and acquisition of the Services;</p> <p>“Goods” means the goods (if any) including any installment of the goods or any parts for them) described (or to be supplied in connection with the Services described) in the Order;</p> <p>“Seller” means Advanced Medical Solutions B.V.; and</p> <p>“Services” means the services to be performed by the Seller for the Buyer under the Contract (if any).</p>	<p>5.5 Overdue Payments</p> <p>If the Buyer fails to make any payment by the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:</p> <p>5.5.1 cancel the contract or suspend any further deliveries to the Buyer;</p> <p>5.5.2 appropriate any payment made by the Buyer to such of the Goods (or the goods supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer); and</p> <p>5.5.3 charge the Buyer interest (both before and after any judgment) on the amount unpaid, at the rate of four per cent per annum above Bank of England base rate from time to time from the due date and until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest); and</p> <p>5.5.4 recover from the Buyer all legal and non legal expenses incurred in pursuing or recovering the payment.</p>	<p>entitled only to the benefit of any warranty or guarantee as is given by the manufacturer to the Seller and is capable of being transferred.</p> <p>8.2 Nothing in these conditions shall operate so as to:</p> <p>8.2.1 Exclude the Seller's non-excludable liability in respect of death or personal injury caused by the negligence of the Seller its employees or agents or any other liability of the Seller which cannot be lawfully excluded;</p> <p>8.2.2 Exclude the application of section 12 of the Sale of Goods Act 1979; or</p> <p>8.2.3 Exclude liability for fraudulent misrepresentation.</p> <p>8.3 Implied Terms</p> <p>Subject as expressly provided in these Conditions, and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.</p> <p>8.4 Statutory Rights</p> <p>Where the Goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) the statutory rights of the Buyer are not affected by these Conditions.</p>
<p>1.2 The headings in these Conditions are for convenience only and shall not affect their interpretation.</p> <p>1.3 Words in the singular shall include the plural and vice versa, references to any gender shall include a reference to all other genders and references to legal persons shall include natural persons and vice versa. References to Clauses are references to clauses of these Conditions, the singular shall be deemed to include the plural, and vice versa.</p>	<p>6. DELIVERY</p> <p>6.1 Location</p> <p>Delivery of the Goods shall be made Ex Works the premises of the Seller at any time after the Seller has notified the Buyer that the Goods are ready for collection or, if some other place for delivery is agreed in writing by the Seller, by the Seller delivering the Goods to that place. Where the Seller agrees to deliver the Goods otherwise than at the Seller's premises, the Seller shall be under no obligation under section 32(2) of the Sale of Goods Act 1979. Unless agreed in writing between the Buyer and the Seller the Seller shall be under no obligation to give notice under section 32(3) of the Sale of Goods Act 1979.</p> <p>6.2 Date</p> <p>Any times, dates or periods quoted for delivery of the Goods or performance of the Services are given in good faith without any responsibility on the Seller's part and are approximate only and the Seller shall not be liable for any delay in delivery of the Goods or performance of the Services however caused. Time of delivery shall be of the essence of the Contract unless previously agreed by the Seller in writing. The Seller shall not be liable for any failure to meet any estimated delivery or performance time, date or period, nor for any loss of whatsoever nature resulting directly or indirectly therefrom. The Goods may be delivered and the Services may be performed by the Seller in advance of the estimated delivery date upon giving reasonable notice to the Buyer.</p>	<p>9. TERMINATION</p> <p>9.1 Without limiting its other rights and remedies, the Seller may terminate the Contract on written notice to the Buyer if:</p> <p>9.1.1 the Buyer commits a material breach of any term of the Contract and/or these Conditions and (if such a breach is remediable) fails to remedy that breach within seven (7) days of the Buyer being notified in writing to do so (including, without limited, a breach of Clause 5.2 of these Conditions); or</p> <p>9.1.2 the Buyer takes any step or action in connection with (other than in relation to a solvent restructuring) its entering administration, provisional liquidation or any composition or arrangement with its creditors, being wound up (whether voluntarily or by order of the court), having a receiver appointed in any of its assets or ceasing to carry on business, or if, the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction.</p> <p>9.2 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 the Contract and/or these Conditions that existed at or before the date of termination</p> <p>9.3 Any provision of the Contract or these Conditions 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.</p>
<p>2. BASIS OF THE SALE</p> <p>2.1 Any quotation shall remain open for a maximum period of thirty (30) days from its date. Quotations are not binding and shall not be open for acceptance by the Buyer. Where Goods are quoted for supply those dates they are quoted subject to being useful when the Buyer's order is accepted.</p> <p>2.2 Effect of Conditions</p> <p>These Conditions shall form the terms and conditions of the Contract and shall apply to the exclusion of any other terms and conditions whether put forward by or on behalf of the Buyer in or on its order or otherwise or whether implied by law (in so far as the exclusion of the same is lawful). Except in relation to any agreements entered into between the Buyer and the Seller in respect of the relevant Goods and/or Service (including but not limited to any Secrecy Agreement and/or any Purchasing Agreement) which shall prevail over these Conditions, these Conditions constitute the entire agreement between the parties and supersede and extinguish all previous agreement, promises, assurances, warranties, representations and undertakings between them, whether written or oral, relating to this subject matter.</p>	<p>6.3 Period for Delivery</p> <p>Any period for delivery or performance shall be calculated from the time of the Seller's acceptance of the Buyer's order or from the Seller's receipt of all information necessary to manufacture or procure the manufacture of the Goods or for the performance of the Services (whichever shall be the later).</p> <p>6.4 Carriage</p> <p>Unless otherwise expressly agreed in writing by the Seller, where the Goods are handed to a carrier for carriage to the Buyer or to a United Kingdom port for export any such carrier shall be deemed to be an agent of the Seller and not of the Buyer for the purposes of sections 44, 45 and 46 of the Sale of Goods Act 1979.</p> <p>6.5 Quality</p> <p>Where delivery of the Goods is to be made by the Seller in bulk, the Seller reserves the right to deliver up to ten per cent (10%) more or per cent (10%) less than the quantity ordered and to invoice the Buyer by the Goods in accordance with the quantity actually delivered.</p> <p>6.6 Installments</p> <p>The Seller reserves the right to deliver by installments and each delivery shall constitute a separate contract to which these Conditions shall apply. Failure by the Seller to deliver any one or more of the installments in accordance with these Conditions or any claim by the Buyer in respect of any one or more installments shall not entitle the Buyer to treat the Contract as a whole as repudiated.</p>	<p>10. LIMITATION OF LIABILITY</p> <p>10.1 The aggregate liability of the Seller (whether in contract, tort or for negligence or breach of statutory duty or otherwise howsoever) to the Buyer for any loss or damage of whatever nature (and however caused) shall be limited to and no circumstances shall exceed the price of the Goods or Services.</p> <p>10.2 The Seller shall not be liable for any costs, claims, damages or expenses arising out of any tortious act or omission or any breach of contract or statutory duty calculated by reference to profits, income, production or accruals or loss of profits, income, production or accruals or by reference to accrual of such costs, claims, damages or expenses on a time basis.</p>
<p>2.3 The placing by the Buyer of any order shall constitute an order by the Buyer. Notwithstanding that the Seller may have given a detailed quotation no order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until accepted in writing by the Seller's authorised representative. Any order placed by the Buyer with any of the Seller's salesmen or other employees or representatives shall be subject to written acceptance by the Seller.</p> <p>2.4 Variations</p> <p>No variation to these Conditions shall be binding unless agreed in writing between the authorised representative of the Buyer and of the Seller.</p> <p>2.5 Representations</p> <p>Any concession made or latitude allowed by the Seller to the Buyer shall not affect the strict rights of the Seller under the Contract. The Seller's employees or agents are not authorised to make any representations concerning the Goods or Services unless confirmed by the Seller in writing. In entering into the Contract the Buyer acknowledges that it does not rely on any such representations which are not so confirmed save to the extent that such representations were made or given fraudulently.</p>	<p>6.7 Incoterms</p> <p>In these Conditions 'Incoterms' means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is made. Unless the contract otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in these Conditions, but if there is any conflict between the provisions of Incoterms and these Conditions, the latter shall prevail.</p> <p>6.8 Application</p> <p>Where the Goods are supplied for export from the United Kingdom, the provisions of Clauses 6.7, 6.8 and 6.9 shall (subject to any special terms agreed in writing between the Buyer and the Seller) apply notwithstanding any other provision of these Conditions.</p> <p>6.9 Import regulations</p> <p>The Buyer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties on them and for compliance with any legislation or regulations regarding the sale of the Goods in such country.</p>	<p>11. CONFIDENTIALITY</p> <p>11.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the Group to which the other party belongs, except as permitted in the remainder of this Clause 11. For the purposes of this Clause 11, Group means, in relation to a party, that party, any subsidiary or holding company from time to time of that party, and any subsidiary from time to time of a holding company of that party.</p> <p>11.2 Each party may disclose the other party's confidential information: (i) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this Clause 11; and (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.</p> <p>11.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract and/or these Conditions.</p>
<p>2.6 Advice</p> <p>Any advice or recommendation given by the Seller or its employees or agents to the Buyer or its employees or agents as to the storage, application or use of the Goods which is not confirmed in writing by the Seller is followed or acted upon entirely at the Buyer's own risk, and accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed.</p> <p>2.7 E & OE</p> <p>Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.</p>	<p>6.10 Liability</p> <p>6.10.1 Notification of short delivery (measured by weight or number) or damage in transit must be made in writing to the Seller within five days of the receipt of the Goods</p> <p>6.10.2 Notification of non-delivery must be made in writing to the Seller within fourteen (14) days after the date of the Seller's invoice.</p> <p>6.10.3 The Seller shall at its option either make good the whole or part of the port (and where relevant, as a deduction from any part of the price remaining unpaid) or repair or replacement of any such non-delivery, short delivery or damage notified as aforesaid and save as provided in this Condition 6.7.3 shall not be liable for any such non-delivery short delivery or damage in transit nor for any loss, financial or otherwise resulting directly or indirectly therefrom. In no event shall the Seller be liable to the Buyer in connection with any damage or loss in transit where delivery takes place at the Seller's premises.</p>	<p>12. FORCE MAJEURE</p> <p>The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Seller's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Seller's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Seller's reasonable control:</p> <p>12.1.1 act of God, explosion, flood, strike, riot, war or civil disturbance;</p> <p>12.1.2 war or threat of war, sabotage, insurrection, civil disturbance, terrorism or threat of terrorism or requisition;</p> <p>12.1.3 acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority, fire department or police;</p> <p>12.1.4 import or export regulations or embargoes;</p> <p>12.1.5 strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party);</p> <p>12.1.6 difficulties in obtaining raw materials, labour, fuel, parts or machinery; power failure or breakdown in machinery.</p>
<p>3. INFORMATION, SAMPLES AND MATERIALS SUPPLIED</p> <p>3.1 The Buyer shall be responsible to the Seller for ensuring the accuracy and sufficiency of its order (including of any applicable specification and/or sample) and for giving the Seller any necessary information to enable the Seller to perform its obligations under the Contract and to comply with the Contract in accordance with its terms. The Seller shall be entitled to charge the Buyer for all costs (and a reasonable element of profit) incurred by it where variations to Goods/Services are requested by the Buyer and accepted by the Seller.</p> <p>3.2 Specification</p> <p>The quantity, quality and description of, and any specification for the Goods shall be those set out in the Seller's quotation (if accepted by the Buyer) or the Buyer's order (if accepted by the Seller). All drawings, photographs, illustrations, dimensions, weights and other technical information and particulars of the Goods and any samples thereof are given by the Seller in the belief that they are as accurate as reasonably possible but are not to be treated as binding or as forming part of the Contract. The Seller reserves the right to amend the, quality and description of and any specification or the Goods of required by any applicable statutory or regulatory requirements</p>	<p>6.11 Failure to take delivery</p> <p>If the Buyer fails to take delivery of the Goods or fails to give the Seller adequate delivery instructions by the time stated for delivery (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of the Seller's fault) then, without prejudice to any other right or remedy available to the Seller, the Seller may:</p> <p>6.11.1 store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage or</p> <p>6.11.2 sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contract or charge the Buyer for any shortfall below the price under the Contract.</p>	<p>13. INTELLECTUAL PROPERTY RIGHTS</p> <p>13.1 Intellectual Property Rights</p> <p>If any claim is made against the Buyer that the Goods infringe or that their use or resale infringes the patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person or any claim is made in respect of passing off or unauthorised use of confidential information in relation to the Goods and/or their use or resale</p> <p>13.1.1 the Buyer shall notify the Seller forthwith in writing and the Seller shall be given full control of any proceedings or negotiations in connection with any such claim;</p> <p>13.1.2 the Buyer shall give the Seller all reasonable assistance for the purposes of any such proceedings or negotiations and except pursuant to a final award;</p> <p>13.1.3 the Buyer shall not pay or accept any such claim, or compromise any such proceedings without the consent of the Seller (which shall not be unreasonably withheld); and</p> <p>13.1.4 the Buyer shall do nothing which would or might vitiate any policy of insurance or insurance cover which the Buyer may have in relation to such infringement.</p>
<p>3.3 Packaging</p> <p>All Goods sold in retail packaging may be resold by the Buyer only in the packaging supplied by the Seller and in no case may any trademark other than those supplied by the Seller be marked on or applied in relation to the Goods, without the Seller's express written consent.</p> <p>3.5 Necessary Changes</p> <p>The Seller reserves the right to make any changes in the specification of the Goods or performance of the Services which are required to conform with any applicable statutory or EU requirements or which do not materially affect the quality or performance of the Goods and/or Services.</p> <p>3.6 Cancellations</p> <p>No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation. The Seller may cancel an order at any time before the Goods are delivered or Services performed by giving written notice to the Buyer, in which event the Seller shall repay to the Buyer any sums paid in respect of the price of the Goods or the Services and the Seller shall not be liable for any loss or damage whatever arising from such cancellation.</p>	<p>7. RISK AND PROPERTY</p> <p>7.1 Passing of Risk</p> <p>Risk of damage to or loss of the Goods shall pass to the Buyer:</p> <p>7.1.1 in the case of Goods to be delivered at the Seller's premises, at the time when the Seller notifies the Buyer that the Goods are ready for delivery; and</p> <p>7.1.2 in the case of Goods to be delivered otherwise than at the Seller's premises, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller tenders delivery of the Goods.</p> <p>7.2 Retention of Title</p> <p>Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods and all other goods agreed to be sold by the Seller to the Buyer for which payment is due.</p> <p>7.3 Storage and Resale of Goods etc</p> <p>Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Seller's fiduciary agent and bailee, and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured as identified as the Seller's property, but shall be entitled to resell or use the Goods in the ordinary course of its business.</p> <p>7.4 Revocation of Power to Deal</p> <p>Until the property in and title to the Goods passes to the Buyer the Seller shall be entitled at any time forthwith to revoke the Buyer's power to deal with the Goods; and it shall automatically cease if any of the events or circumstances set out in Clause 9 arise.</p>	<p>13.2 Rights and Licences</p> <p>No right or licence is granted under the Contract or these Conditions to the Buyer under any patent, trademark, copyright, registered design or other intellectual property right except the right to use or resell the Goods in the ordinary course of business. The Goods are sold subject to the rights of any person, whether in respect of any patent, trademark, registered design, copyright, confidential disclosure or otherwise howsoever to prevent or restrict the sale or use of the Goods in any part of the world; and the Buyer will in this respect accept such title to the Goods as the Seller may have.</p> <p>13.3 Indemnity</p> <p>If the Goods are to be manufactured or any process is to be applied to the Goods by the Seller in accordance with a specification submitted by the Buyer, the Buyer shall (without prejudice to the other rights and remedies of the Seller) indemnify the Seller in full against all loss, damages, costs expenses and other liabilities awarded against or incurred by the Seller as a result of or in connection with or in aid or agreed to be paid by the Seller in settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from the Seller's use of the Buyer's specification.</p>
<p>4. PRICE OF THE GOODS AND SERVICES</p> <p>4.1 Quotations and Price Lists</p> <p>The price of the Goods shall be as per the quotation or, where no price has been quoted (or a quoted price is no longer valid) at the Seller's standard or usual price.</p> <p>4.2 Increases</p> <p>The Seller's prices are subject to adjustment to take account of any variation in the Seller's costs including (but not limited to) any exchange rate fluctuations, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture, any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer, any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions, and other changes to costs since the date of the Seller's quotation, or (if no quotation is issued) the Buyer's order. The Seller accordingly reserves the right to adjust the invoice price by the amount of any increase or decrease in such costs after the price is quoted and the invoice is so adjusted shall be payable as if the price set out therein were the original Contract price.</p>	<p>7.5 Modifications to the Goods</p> <p>Until property in and title to the Goods passes to the Buyer the Seller shall not make any modification to the Goods or their packaging or alter or tamper with any marks, numbers or other means of identification used on or in relation to the Goods.</p> <p>7.6 Redelivery and Repossession</p> <p>Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold), the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer where the Goods are stored and repossess the Goods.</p> <p>7.7 No Charges over Goods</p> <p>Until property in and title to the Goods passes to the Buyer the Seller shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller, but if the Buyer does so all monies owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.</p> <p>7.8 Severance</p> <p>If any of the foregoing provisions of this Condition shall be invalid or unenforceable such invalidity or unenforceability shall not affect the remaining provisions.</p>	<p>13.4 GENERAL</p> <p>13.4.1 Seller's Group The Seller is a member of the group of companies whose ultimate parent company is Advanced Medical Solutions Group plc and accordingly the Seller may perform any of its obligations or exercise any of its rights hereunder by itself or through any other member of its group, provided that any act of omission of any such other member shall be deemed to be the act or omission of the Seller.</p> <p>13.4.2 Assignment The Seller may assign, transfer, license or sub-contract to any other person all or any part of its rights and obligations under the Contract without the Buyer's consent</p> <p>13.4.3 Notices Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.</p> <p>13.4.4 Waivers No waiver by the Seller 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.</p> <p>13.4.5 Severability If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.</p> <p>13.4.6 Arbitration Any dispute arising out of or in connection with these Conditions or the sale of the Goods, or the performance of the Services, including any questions regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the rules of the London Court of International Arbitration, which rules are deemed to be incorporated by reference into this Clause 14.6. The number of arbitrators shall be one, the seat, or legal place, of arbitration shall be London and the language to be used in the arbitral proceedings shall be English. The decision of the arbitrator shall be final and binding on the parties and accordingly the parties agree to exclude any right of application or appeal to the English courts concerning any question of law arising in the course of the arbitration.</p>
<p>4.3 Additional Costs</p> <p>The Buyer shall indemnify the Seller in respect of any loss, cost or expense incurred by the Seller as a result, directly or indirectly, of the Buyer's actions or omissions or lack of instructions or through any failure or delay whatsoever in making delivery or through any other act, neglect or default on the part of the Buyer, its servants, agents or employees.</p> <p>4.4 Ex Works Basis</p> <p>Except as otherwise stated under the terms of any quotation or in any price list of the Seller, and unless otherwise agreed in writing between the Buyer and the Seller, all prices are given by the Seller on an Ex Works basis (where "Ex Works" has the meaning set out in Incoterms), and where the Seller and the Buyer are otherwise than at the Seller's premises, the Buyer shall be liable to pay or reimburse the Seller's charges for transport, packaging and insurance.</p> <p>4.5 VAT</p> <p>The price is exclusive of any applicable value added tax or other sales tax or duty, which the Buyer shall be additionally liable to pay to the Seller at the rates prevailing at the relevant tax point.</p> <p>4.6 Pallets etc</p> <p>The cost of pallets and returnable containers will be charged to the Buyer in addition to the price of the Goods, but full credit will be given to the Buyer provided they are returned undamaged to the Seller before the due payment date.</p>	<p>8. DEFECTIVE GOODS</p> <p>8.1 In substitution for all rights which the Buyer would or might have but for these Conditions the Seller shall:</p> <p>8.1.1 make good at its option by reimbursement of the whole or part of the price (and, where relevant, as a deduction from any part of the price remaining unpaid) or repair or replacement of the Goods; and</p> <p>8.1.1.1 subject to Clause 3.2 any failure by the Goods to correspond with their specification at the time of delivery;</p> <p>8.1.1.2 any defect developing under normal use in the Goods within and corresponding shelf life thereof and due solely to faulty design (except where the design is supplied by or on behalf of the Buyer) materials or workmanship;</p> <p>8.1.2 make good by reimbursement of the price or by performance of the Services any defective workmanship in the performance of the Services;</p> <p>8.1.3 PROVIDED THAT</p> <p>any failure to meet specification is notified in writing to the Seller within seven (7) days of the date of the delivery or (where the failure was not apparent on reasonable inspection) within a reasonable time after discovery of the failure and in any event such failure must be notified within 2 months after delivery;</p> <p>8.1.4 any such defect in design materials or workmanship shall have appeared within one (1) month after delivery and shall have been thereupon promptly notified to the Seller in writing;</p> <p>8.1.5 the Seller shall be under no liability for any defect in the Goods arising from any drawings, design or specification supplied by the Buyer;</p> <p>8.1.6 the Seller shall be under no liability until any monies due from the Buyer under the Contract have been paid in full;</p> <p>8.1.7 the Seller shall be under no liability in respect of any defect in the Goods arising from fair wear and tear, or other causes of the Buyer including without limitation willful damage, negligence, lack of proper maintenance or servicing, abnormal working condition, failure to follow the Seller's instructions (whether oral or in writing), misuse or alteration or repair of the Goods without the Seller's approval;</p> <p>8.1.8 any Goods alleged to be defective are promptly made available to the Seller for inspection and, if so required by the Seller, are promptly returned at the Buyer's expense to the Seller works for inspection.</p> <p>8.1.9 The above warranty does not extend to parts, materials or equipment not manufactured by the Seller in respect of which the Buyer shall be</p>	<p>13.5 Third Party Rights</p> <p>Unless otherwise stated and except for any member of the group of companies whose ultimate parent company is Advanced Medical Solutions Group plc, this agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 in favour of any third persons of these Conditions.</p> <p>13.6 Law and Jurisdiction</p> <p>The Contract shall be governed by the laws of England, and the Buyer agrees for the benefit of the Seller to submit to the non-exclusive jurisdiction of the English courts.</p>
<p>5. TERMS OF PAYMENT</p> <p>5.1 Invoicing</p> <p>Subject to any special terms agreed in writing between the Buyer and the Seller, the Seller shall be entitled to invoice the Buyer for the price of the Goods and Services on or at any time after delivery of the Goods or performance of the Services (as the case may be), unless the Goods are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the Goods, in which event the Seller shall be entitled to invoice the Buyer for the price at any time after the Seller has notified the Buyer that the Goods are ready for collection or (as the case may be) the Seller has tendered delivery of the Goods.</p> <p>5.2 Payment Date</p> <p>The Buyer shall pay the price of the Goods and Services (less any discount to which the Buyer is entitled, but without any other deduction) within thirty (30) days of the date of the Seller's invoice (save that payment shall become due in any event forthwith upon the occurrence of any of the events referred to in Clause 9. Payment of all amounts due to the Seller shall be made by direct bank transfer into such bank of the Seller's bank shall indicate to the Buyer, unless the Seller expressly agrees to accept payment by cheque of other means. The Buyer shall arrange for the Seller to be in receipt of cleared funds by the due date for payment. The Seller shall be entitled to recover the price, notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Buyer. The time of payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.</p>	<p>8.2 Defective Goods</p> <p>8.2.1 In substitution for all rights which the Buyer would or might have but for these Conditions the Seller shall:</p> <p>8.2.1.1 make good at its option by reimbursement of the whole or part of the price (and, where relevant, as a deduction from any part of the price remaining unpaid) or repair or replacement of the Goods; and</p> <p>8.2.1.1.1 subject to Clause 3.2 any failure by the Goods to correspond with their specification at the time of delivery;</p> <p>8.2.1.1.2 any defect developing under normal use in the Goods within and corresponding shelf life thereof and due solely to faulty design (except where the design is supplied by or on behalf of the Buyer) materials or workmanship;</p> <p>8.2.1.2 make good by reimbursement of the price or by performance of the Services any defective workmanship in the performance of the Services;</p> <p>8.2.1.3 PROVIDED THAT</p> <p>any failure to meet specification is notified in writing to the Seller within seven (7) days of the date of the delivery or (where the failure was not apparent on reasonable inspection) within a reasonable time after discovery of the failure and in any event such failure must be notified within 2 months after delivery;</p> <p>8.2.1.4 any such defect in design materials or workmanship shall have appeared within one (1) month after delivery and shall have been thereupon promptly notified to the Seller in writing;</p> <p>8.2.1.5 the Seller shall be under no liability for any defect in the Goods arising from any drawings, design or specification supplied by the Buyer;</p> <p>8.2.1.6 the Seller shall be under no liability until any monies due from the Buyer under the Contract have been paid in full;</p> <p>8.2.1.7 the Seller shall be under no liability in respect of any defect in the Goods arising from fair wear and tear, or other causes of the Buyer including without limitation willful damage, negligence, lack of proper maintenance or servicing, abnormal working condition, failure to follow the Seller's instructions (whether oral or in writing), misuse or alteration or repair of the Goods without the Seller's approval;</p> <p>8.2.1.8 any Goods alleged to be defective are promptly made available to the Seller for inspection and, if so required by the Seller, are promptly returned at the Buyer's expense to the Seller works for inspection.</p> <p>8.2.1.9 The above warranty does not extend to parts, materials or equipment not manufactured by the Seller in respect of which the Buyer shall be</p>	<p>13.7 Third Party Rights</p> <p>Unless otherwise stated and except for any member of the group of companies whose ultimate parent company is Advanced Medical Solutions Group plc, this agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 in favour of any third persons of these Conditions.</p> <p>13.8 Law and Jurisdiction</p> <p>The Contract shall be governed by the laws of England, and the Buyer agrees for the benefit of the Seller to submit to the non-exclusive jurisdiction of the English courts.</p>
<p>5.3 Installments</p> <p>If the Goods are delivered or Services performed in installments the Seller shall be entitled to invoice each installment as and when delivery thereof has been made and payment shall be due in respect of each installment when full installation or delivery has been made notwithstanding that delivery or other installment or other default on the Seller's part. Any delay or default by the Buyer in making payment in respect of any one installment shall render all the remaining installments due forthwith and interest will be charged in accordance with Clause 5.5.</p> <p>5.4 Set Off</p> <p>The price of the Goods and the Services shall be due in full to the Seller in accordance with the terms of the Contract and the Buyer shall not be entitled to exercise any set-off, lien or any other similar right or claim.</p>	<p>8.3 Defective Goods</p> <p>8.3.1 In substitution for all rights which the Buyer would or might have but for these Conditions the Seller shall:</p> <p>8.3.1.1 make good at its option by reimbursement of the whole or part of the price (and, where relevant, as a deduction from any part of the price remaining unpaid) or repair or replacement of the Goods; and</p> <p>8.3.1.1.1 subject to Clause 3.2 any failure by the Goods to correspond with their specification at the time of delivery;</p> <p>8.3.1.1.2 any defect developing under normal use in the Goods within and corresponding shelf life thereof and due solely to faulty design (except where the design is supplied by or on behalf of the Buyer) materials or workmanship;</p> <p>8.3.1.2 make good by reimbursement of the price or by performance of the Services any defective workmanship in the performance of the Services;</p> <p>8.3.1.3 PROVIDED THAT</p> <p>any failure to meet specification is notified in writing to the Seller within seven (7) days of the date of the delivery or (where the failure was not apparent on reasonable inspection) within a reasonable time after discovery of the failure and in any event such failure must be notified within 2 months after delivery;</p> <p>8.3.1.4 any such defect in design materials or workmanship shall have appeared within one (1) month after delivery and shall have been thereupon promptly notified to the Seller in writing;</p> <p>8.3.1.5 the Seller shall be under no liability for any defect in the Goods arising from any drawings, design or specification supplied by the Buyer;</p> <p>8.3.1.6 the Seller shall be under no liability until any monies due from the Buyer under the Contract have been paid in full;</p> <p>8.3.1.7 the Seller shall be under no liability in respect of any defect in the Goods arising from fair wear and tear, or other causes of the Buyer including without limitation willful damage, negligence, lack of proper maintenance or servicing, abnormal working condition, failure to follow the Seller's instructions (whether oral or in writing), misuse or alteration or repair of the Goods without the Seller's approval;</p> <p>8.3.1.8 any Goods alleged to be defective are promptly made available to the Seller for inspection and, if so required by the Seller, are promptly returned at the Buyer's expense to the Seller works for inspection.</p> <p>8.3.1.9 The above warranty does not extend to parts, materials or equipment not manufactured by the Seller in respect of which the Buyer shall be</p>	<p>13.9 Third Party Rights</p> <p>Unless otherwise stated and except for any member of the group of companies whose ultimate parent company is Advanced Medical Solutions Group plc, this agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 in favour of any third persons of these Conditions.</p> <p>13.10 Law and Jurisdiction</p> <p>The Contract shall be governed by the laws of England, and the Buyer agrees for the benefit of the Seller to submit to the non-exclusive jurisdiction of the English courts.</p>