

HealthCo Limited Terms & Conditions

1. GENERAL

All contracts entered into between Healthco Limited (company number 08298472) whose registered office is at 3rd floor, 207 Regent street, London W1B 3HH (hereinafter called the 'Seller') and any person, firm or company (hereinafter called the 'Buyer') purchasing, hiring or leasing goods from the Seller shall be subject to the following terms and conditions and the placing of an order by the Buyer shall be considered as acceptance of these conditions. These 'STANDARD TERMS OF BUSINESS' override any other contracts or agreements entered upon which do not have the signed authority in writing of the directors of the Seller and these 'STANDARD TERMS OF BUSINESS' apply to the exclusion of any other terms that the Buyer seeks to impose or incorporate or which are implied by trade, custom, practice or course of dealing.

2. QUOTATIONS AND PRICES

Unless otherwise stated all prices are net and those ruling at time of dispatch. Published price lists and quoted prices, while given in good faith, are subject to change without notice due to suppliers' price fluctuations and other causes beyond the Seller's control. Quoted prices apply only to the stipulated quantities and do not necessarily hold for lesser quantities. All prices are subject to Value Added Tax at the rate ruling at the time of dispatch. Some medical products or equipment may be eligible to be VAT zero rated. Please contact the Seller for details.

3. PAYMENT

Payment is strictly net and due within 30 days of date of invoice. In the case of non-accredited customers and /or any invoice marked 'C.O.D' payment is required at time of delivery. The Seller reserves the right to charge interest on accounts outstanding beyond the time specified in this condition, at a rate of 4% per annum above the National Westminster Bank plc's base lending rate from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The Seller may in the alternative claim interest at its discretion under the Late Payment of Commercial Debts (Interest) Act 1998. The Seller is not registered as a high value dealer (as defined in the Money Laundering Regulations 2007). It is the Seller's policy not to accept cash payments in excess of £5,000 or the equivalent in other currencies. Suspicious transactions will be reported to the National Criminal Intelligence Service.

4. DELIVERY

Delivery is normally free within Mainland U.K on all orders over the net value of £500.00 However, where a supplier imposes a packaging or carriage charge on the Seller for the supply of goods to special order, this charge is passed onto the Buyer. The Seller reserves the right to charge for carriage/postage/packaging, etc. as appropriate for delivery outside Mainland UK, Unless otherwise instructed by the Buyer, the balance of any part delivery will follow as soon as possible under a separate invoice. Whilst the Seller will endeavour to supply items as ordered, if the exact item is not in stock, the Seller reserves the right to supply the nearest alternative. Where post is used as a delivery method by the

Seller, such delivery is at Buyer's risk, otherwise £12.50 is charged for consignments up to 20kg with a weight surcharge thereafter. Deliveries to Ireland and the offshore Islands will be at the cost of the Buyer.

5. REPAIRS TO FAULTY EQUIPMENT

For a period of 12 months from delivery faulty equipment will be repaired free of charge after receipt and examination by the Seller. This specifically excludes BATTERIES which are guaranteed for three months only. Paint finish and in-use damage together with operational negligence are not covered by any warranty. Repairs are carried out at the Seller's standard rates with parts etc, charged at list. Carriage both ways is at the cost of the Buyer. The limit of the Seller's liability to distributors for warranty work is the credit of defective items once the distributor has returned to the Seller for examination. The distributor is the person responsible for all after sales attention to the customer in any warranty period. No representative of the Seller is authorised to make any inference or otherwise that goods sold are fit for purpose. All warranties given by the Seller are restricted to those given in writing by the original manufacturer.

6. RETURNS

Goods correctly supplied may not be returned without the Seller's written consent, and application for such consent can be considered only within 7 days of the invoice date. Duly authorised returns must be sent at the expense of the Buyer, and the Seller reserves the right to impose a handling/restocking charge on such goods of 15% of the value. Non-stock items obtained for a Buyer to special order cannot be returned under any circumstances.

7. DAMAGED/FAULTY GOODS

Damaged or faulty goods or short deliveries must be notified to the Seller within 3 days of delivery and the goods and packaging material retained for inspection. Otherwise no liability can be accepted. The Seller's liability in respect of faulty goods shall be limited to giving the Buyer the benefit of any guarantee given by the manufacturer of the goods. Goods returned as reported faulty by the Buyer will be returned by the Seller to the original manufacturer for their inspection and report.

8. TITLE TO GOODS

Title to any goods sold to the Buyer remain vested in the Seller and shall not pass to the Buyer until the Seller has received payment in full for those goods and all other sums owing by the Buyer to the Seller. Until title to the goods has passed to the Buyer, the Buyer shall (a) hold the goods on a fiduciary basis as the Seller's bailee; (b) store the goods separately from all other goods held by the Buyer so that they remain readily identifiable as the Seller's property; (c) not remove, deface or obscure any identifying mark of packaging on or relating to the goods; (d) maintain the goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery; (e) notify the Seller immediately if the Buyer commences or threatens to commence any insolvency procedures or if any third party takes possession of the goods or a distress, execution, sequestration or other such process is enforced on or sued

against part or all of the Buyer's assets; and (f) give the Seller such information relating to the goods as the Seller may required from time to time. So long as the property of the goods remains vested in the Seller, the Seller shall be at liberty at any time to retake possession thereof and for that purpose to enter upon the premises of the Buyer. Notwithstanding the foregoing, the goods are at the entire risk of the Buyer from the time and date at which delivery is made.

9. COUNTERCLAIM, SET-OFF OR DEDUCTION

The Buyer shall not be entitled to make counterclaims, set-off or deductions from any monies due to the Seller. Any alleged counterclaim etc must be lodged with the Seller and pursued as though it were a separate legal transaction and not by way of deduction from any other monies due to the Seller.

10. PASSING OF RISK

The risk in goods delivered to the Buyer shall pass to the Buyer as soon as they enter the Buyer's premises. The risk in goods awaiting fixing shall pass on delivery. The risk in work done shall pass on completion of each separate section of the work.

11. TIMING

The Seller will endeavour to comply with the Buyer's wishes regarding dates of goods delivery and/or starting and finishing work. However, any periods given in any quotation by the Seller (e.g. for ordering goods or materials and/or for carrying out work) are estimates only and the Seller will not be liable in any way if these or subsequently agreed periods or dates are exceeded, for any reason. Time is not of essence of the contract in this regard.

12. VARIATIONS TO QUOTATION

If the Buyer requests for alterations to the quoted work/goods, or for changes to quantities, delivery dates, rates or specifications, the Buyer will pay any extra cost at the Seller's normal rates.

13. DELAYS AT SITE

If the Seller cannot deliver goods or commence work on an agreed date because the Buyer requests the Seller not to, or because the site is not ready, or because of any default on the part of the Buyer, or if there is any interruption to the continuity of the Seller's work in a logical sequence, then the Buyer shall recompense us the Seller in the terms set out below.

Compensation is to comprise:

(a) all direct costs incurred by the Seller, including (without limitation) abortive journeys, fitter's labour, waiting time, additional handling, storage and transport costs, etc. (provided that in the case of fitter's labour costs, no charge will be raised if 7 days notice of the postponement is given); and (b) if the delay (or total delay) exceeds 14 days, one percent of the contract price per calendar month or part thereof of the delay by way of liquidated damages to compensate

the Seller for its indirect costs resulting from the delay.

14. DESCRIPTION OF GOODS

Please note that all items are sold by product description and not by product code. Product codes are listed to enable identification of goods and no guarantee of any specific manufacturers/suppliers products are to be inferred from such references. Product codes MUST be used with all orders.

15. LIMITATION OF LIABILITY

Nothing in these 'STANDARD TERMS OF BUSINESS' shall limit or exclude the Seller's liability for: (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable); (b) fraud or fraudulent misrepresentation; or (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979; or (d) defective products under the Consumer Protection Act 1987; or (e) any matter in respect of which it would be unlawful for the Seller to exclude or restrict liability. Subject to the foregoing provisions of this condition (o): (a) the Seller shall not be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit or indirect or consequential loss arising under or in connection with the agreement between the Seller and the Buyer; and (b) the Seller's total liability to the Buyer in respect of all other losses arising under or in connection with the agreement between the Seller and the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the price of the Goods supplied to the Buyer. It is a specific condition of the Seller supplying goods/and or carrying out fitting, fixing and installation works that the Seller is not liable for any damage howsoever and by whoever caused to the structure or its surroundings, attachments or other goods in the vicinity.

16. FORCE MAJEURE

The Seller shall not be liable to the Buyer for any loss or damage which may be suffered by the Buyer as a direct result of the duties and/or obligations of the Seller in the contract being prevented, hindered, delayed or rendered uneconomic by reason of any Force Majeure Circumstances. In these conditions "Force Majeure Circumstances" shall mean any act of God, war, strike, lock-out, industrial action, accident, breakdown of plant or machinery, fire, flood, drought, storm, difficulty or increase in obtaining materials or transport or other circumstances beyond the reasonable control of the Seller.

17. COPYRIGHT

All images, photographs, text, and product description stored in any format and on any medium including social media are the property of HealthCo Limited and, must not be copied, downloaded, reproduced without the express written confirmation and agreement from HealthCo Limited and or its directors.

18. LEGAL CONSTRUCTION

These terms and conditions and all contracts to which they apply shall in all respects be governed and construed in accordance with English Law and shall be subject to the jurisdiction of the English Courts.