

ORTHO-CARE (UK) LTD
1 Riverside Estate, Saltaire, ENGLAND, BD17 7DR Tel: 00 44 1274 533233

STANDARD TERMS AND CONDITIONS OF SALE

Definitions

- E&OE – Errors and Omissions Excepted
- LIEN – A right to keep possession of property belonging to another person until a debt owed by that person is discharged.
- WEEE – Waste Electrical and Electronic Equipment recycling
- EEE – Electrical and electronic equipment
- Supplier – Ortho-Care (UK) Ltd
- B2B – Business to Business

The placing of an order with Ortho-Care (UK) Ltd implies acceptance of all our Terms:

1 Order

- 1.1 Ortho-Care (UK) Ltd accepts orders by telephone, fax, post, via Electronic Data Interface, or email, or directly with Ortho-Care (UK) Ltd's appointed representatives. Orders may also be placed via our website, which is subject to its own Terms and Conditions (see website for further details).
- 1.2 All orders accepted by Ortho-Care (UK) Ltd shall be subject to these Conditions and no contract shall be deemed to be in place until Ortho-Care (UK) Ltd has formally accepted an order.
- 1.3 If an item is out of stock a picking note will be sent out informing the Customer that the item is out of stock. The Customer may request an alternative, or may cancel the order if desired, otherwise the item will be sent as soon as it is back in stock.

2 Payment and Prices

- 2.1 All prices are quoted exclusive of Value Added Tax.
- 2.2 Payment is due within 30 days of the invoice date.
- 2.3 Ortho-Care (UK) Ltd reserves the right to apply a charge of 8% per annum, above the current base rate until such time as payment is received, to any overdue payments. If debts have to be chased through court or debt collection agencies, costs and interest will be incurred for which you will be liable. You may also incur a late payment charge.
- 2.4 If payment is not made in full on or before the due date, Ortho-Care (UK) Ltd reserves the right to remove any discount offered, and to claim the full price of the goods or services, without discount, at the date of invoice.
- 2.5 All prices quoted are accurate at time of publishing. Please note all prices are subject to change without notice, including, but not limited to, as a result of exchange rate fluctuations. E&OE. Should a change occur after the date of a Customer's order, the price ruling at the date of dispatch will be charged.
- 2.6 In case of dispute, payment cannot be withheld in full or part.
- 2.7 The price does not include the cost of carriage to the contracted place of delivery. The method of delivery shall be at the discretion of Ortho-Care (UK) Ltd in the absence of special instructions. Should a Customer instruct Ortho-Care (UK) Ltd to send the goods by special transport, the additional cost will be met by the Customer.
- 2.8 Any price query on an invoice must be made within 14 days of the invoice date to the company.
- 2.9 If goods are sourced by us by special request, the price must be confirmed at the time an order is placed. Most suppliers will not accept the return of any item if ordered specially, and a credit therefore cannot be given for the return of such items.
- 2.10 Any prices quoted on promotional flyers are valid until the promotional date advertised, and are subject to availability. Future availability will be subject to our catalogue, and or stock availability.
- 2.11 Ortho-Care (UK) Ltd reserves the right to correct clerical omissions and errors.
- 2.12 If any sum of money is due from the Customer, the same may be deducted from any sum then due, or which becomes due to the Customer under this or any other agreement between Ortho-Care (UK) Ltd and the Customer.
- 2.13 Ortho-Care (UK) Ltd reserves the right to charge an administration fee (at a minimum of £25 per transaction) in the event that unrepresented payments are received from the Customer.

3 Risk

- 3.1 The risk in respect of all goods supplied shall pass to the Customer upon the goods being delivered to the delivery point, but the property and title to will remain with Ortho-Care (UK) Ltd until payment is received in full.

4 Title or Ownership of the Goods or Services

- 4.1 Until the purchase price of all goods supplied by Ortho-Care (UK) Ltd shall have been paid or satisfied in full ownership of the goods shall remain vested in Ortho-Care (UK) Ltd (notwithstanding the delivery of the same and the passing of the risk therein) but the Customer shall at all times insure the goods for a sum not less than the full purchase price with an insurer of repute, and shall store such goods in a proper manner without charge to Ortho-Care (UK) Ltd so that they are identified as belonging to Ortho-Care (UK) Ltd.
- 4.2 Ortho-Care (UK) Ltd retains the right to recover and resell the goods (if in the Customer's possession) until ownership of the goods has passed to the Customer. If the Customer fails to produce the goods forthwith on the request of Ortho-Care (UK) Ltd, Ortho-Care (UK) Ltd or its servants or agent reserves the right to enter unhindered with appropriate transport the Customer's premises, to recover and repossess the goods in question. The rights conferred on Ortho-Care (UK) Ltd under this paragraph are in addition to and shall not in any way limit or restrict any other right or remedy of Ortho-Care (UK) Ltd against the Customer.

- 4.3 Until payment of the purchase price the Customer shall indemnify Ortho-Care (UK) Ltd against non-payment, loss, damage, destruction or diminution in the value of the goods whether the same shall have been caused by or arisen from matters wholly or partly within the control of the Customer.

5 Delivery

- 5.1 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 5.2 The Supplier shall either (a) deliver the Goods to the location set out in the Order or such other location as the parties may agree (Delivery Location) in writing at any time after the Supplier notifies the Customer that the Goods are ready, or (b) procure that the Customer is able to collect the Goods from the Supplier's premises or such other location as may be advised by the Supplier prior to delivery (Collection Location). Where specified by the Customer, the method of transportation shall be set out in the Order. If the method of transportation is not specified by the Customer then it shall be at the Supplier's discretion.
- 5.3 Any claim for damage or short delivery should be notified to Ortho-Care (UK) Ltd within 3 days of receipt for the claim to be considered. Claims for non-delivery should be notified within 14 days of the invoice date.
- 5.4 Goods damaged during transit and any defective goods, must be kept together with the packaging for inspection, and confirmation of any damage must be sent in writing.

6 Cancellation

- 6.1 Ortho-Care (UK) Ltd reserves the right to cancel any order or balance of order or contract without liability, where supply or delivery of goods is prevented by circumstances outside their control.
- 6.2 The Customer may not cancel an order after it has been given to Ortho-Care (UK) Ltd except with Ortho-Care (UK) Ltd's agreement. Where special items are cancelled a charge may be made to cover costs already incurred.

7 Re-Sale/Distribution

- 7.1 For products that are not medical devices or regulated products, the Customer is hereby authorised to sell the goods in the ordinary course of its business for the account of Ortho-Care (UK) Ltd and to pass good title in the goods to its Customer (being bona fide purchaser for value without notice of Ortho-Care (UK) Ltd's rights) but the Customer's right of resale shall automatically cease upon the occurrence of any of the events referred to in sub-paragraph 4.2 above. In the event of any such sale by the Customer the proceeds of the sale shall be held in trust for Ortho-Care (UK) Ltd, but the Customer shall be entitled to retain for himself therefrom any excess over the amount then owing by the Customer to Ortho-Care (UK) Ltd. In addition, Ortho-Care (UK) Ltd is entitled to recover directly from the Customer's customer any such proceeds of sale unpaid by such customer, provided that Ortho-Care (UK) Ltd shall return to the Customer any monies recovered in excess of the amount then owed by the customer to Ortho-Care (UK) Ltd (Ortho-Care (UK) Ltd being entitled to deduct from such excess the costs and expenses incurred by it in the recovery of such monies).
- 7.2 All Goods are supplied by the Supplier to the Customer on the understanding that such Goods are resold to consumers in the country in which the Customer is established for professional dental use only and in accordance with the user instructions which are provided to the Customer with the Goods.
- 7.3 To import/distribute medical devices additional regulations apply that are country specific. The customer must ensure that the medical device can be legally sold in that country of sale. In addition, the product, labelling and packaging should not be altered/occluded in anyway and supplied with any user instructions that accompanied the original product, including how to store and handle the product. Instructions for use must be supplied in the language of the country of sale. Distributor name, address and contact details must be affixed to the product and importer name, address and contact details must be affixed to the packaging or documentation accompanying the medical device. All issues/complaints, relating to the medical device must be reported immediately to the legal manufacturer.
- 7.4 Medical devices and other regulated products imported or distributed, must be able to be traced to the person/ body who received these goods, and these records must be maintained for at least 10 years from the date of sale.
- 7.5 Importers and distributors must hold their own product liability insurance to a minimum compensation value of £5,000,000 or the equivalent value in another currency.

8 Approvals

- 8.1 Goods sent on approval remain the property of Ortho-Care (UK) Ltd, and unless returned to Ortho-Care (UK) Ltd in a saleable condition within 14 days they will be invoiced to the Customer.

9 Returns

- 9.1 Returns can only be effected by prior arrangement and must be unused, complete, and in a saleable condition and returned to us within 28 days of the invoice date. In order to comply with VAT regulations, returned goods must be accompanied by the original invoice or delivery note, or the invoice number and the date supplied.
- 9.2 Ortho-Care (UK) Ltd will only consider giving a credit for the goods after having an opportunity to examine them. Where a credit is given, this will be at the purchase price, and where necessary, Ortho-Care (UK) Ltd reserves the right to make an additional charge for re-packing, should the condition of the return items so warrant.

- 9.3 Ortho-Care (UK) Ltd accepts no liability for goods which are lost or damaged in transit from the Customer.
- 9.4 Personalised goods or goods made to Customer specifications returned by the Customer will not be credited unless a re-sale is possible to recoup losses, or unless the product is found to be defective.
- 9.5 Sterile or pharmaceutical goods cannot be returned if the seal is broken or damaged unless: the product is faulty; there has been a delivery error; the products are returned in response to a recall.
- 9.6 Ortho-Care (UK) Ltd expects any contaminated goods to be sterilised before being returned. Any such goods must be accompanied by a decontamination certificate. Ortho-Care (UK) Ltd reserves the right to refuse to handle any contaminated goods.
- 9.7 Ortho-Care (UK) Ltd reserves the right to charge a restocking fee if, at Ortho-Care (UK) Ltd's sole discretion, they agree to the return of goods after 28 days from the invoice date.

10 Warranty

- 10.1 If stored appropriately in original packaging, Ortho-Care (UK) Ltd medical devices have a 2-year warranty from the date of purchase, unless an expiry date is specified on the product label.
- 10.2 Subject to the terms of special product guarantees in the event of any defect arising and subject to the goods being returned to Ortho-Care (UK) Ltd at the Customers expense, Ortho-Care (UK) Ltd undertakes to repair or replace such goods free of charge to the Customer. All goods are sold upon the express terms that such replacements are accepted by the buyer in full satisfaction of all other conditions.
- 10.3 If the Customer requires immediate replacement of the defective goods then Ortho-Care (UK) Ltd reserves the right to charge for such replacements pending the return and investigation of the defective goods by Ortho-Care (UK) Ltd which shall refund such payment to the Customer where it shall be proved Ortho-Care (UK) Ltd is liable in accordance with these conditions.
- 10.4 Warranties and claims in respect of quality, design or fitness of the goods for any particular purpose however arising are hereby excluded.

11 Liability

- 11.1 Nothing in these Conditions excludes or limits the liability of the Supplier for: (i) death or personal injury resulting from negligence; (ii) fraud or fraudulent misrepresentation; or (iii) any other matters in respect of which it would be unlawful to exclude or limit liability.
- 11.2 Subject to clause 11.1 above, the Supplier shall not be liable to the Customer for any indirect or consequential loss or damage which may be suffered by the Customer, or for any financial losses or loss of profit. The Supplier's total liability in respect of any direct loss or damage suffered by the Customer shall be limited to the total price paid by the Customer under the Contract.
- 11.3 Any product description or claims are made to the best of Ortho-Care (UK) Ltd's knowledge, and liability for errors in inaccurate description or claims is limited to the total price paid by the Customer under the Contract.

12 Miscellaneous

- 12.1 Ortho-Care (UK) Ltd reserves the right to discontinue any product, or make design changes to product specifications, or use different suppliers or manufacturers to those stated in their catalogue or on their website, without prior notice, as part of their continuous process of product and service improvement, or to improve product availability. The information contained in Ortho-Care (UK) Ltd's catalogue or website is correct to the best of Ortho-Care (UK) Ltd's knowledge at time of going to press. All images are used for illustration purposes only.
- 12.2 Ortho-Care (UK) Ltd operates a Quality Management System in accordance with ISO9001:2015 and ISO13485:2016. This incorporates a Batch/Lot Control System for traceability of all medical devices and equipment dispatched by Ortho-Care (UK) Ltd. Ortho-Care (UK) Ltd advise customers to retain information supplied by Ortho-Care (UK) Ltd in respect of the Goods including Batch/Lot Numbers and expiry dates.
- 12.3 Reproduction of the whole or part of Ortho-Care (UK) Ltd's catalogue, literature or website, or the use of any pictures, or any of Ortho-Care (UK) Ltd's intellectual rights is strictly forbidden without our full written consent.
- 12.4 Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A Force Majeure Event means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.
- 12.5 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. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- 12.6 If any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

- 12.7 A waiver of any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. 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. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 12.8 A person who is not a party to the Contract shall not have any rights to enforce its terms.
- 12.9 Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is in writing and signed by the Supplier.
- 12.10 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.
- 12.11 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).

13 LIEN

- 13.1 Without prejudice to any other remedies which the Ortho-Care (UK) Ltd may have Ortho-Care (UK) Ltd shall in respect of all debts due and payable by the Customer to Ortho-Care (UK) Ltd have a general lien on all goods and property belonging to the Customer in its possession (whether worked on manufactured or processed or not) and shall be entitled upon the expiration of fourteen days' notice to the customer, to dispose of such goods or property as it thinks fit and to apply any proceeds of sale thereof towards the payment of such debts.

14 Insolvency and Breach of Contract

- 14.1 In the event of any of the following circumstances arising then Ortho-Care (UK) Ltd (provided it shall not have been paid in full by the Customer for the goods) shall as a right forthwith be entitled with or without vehicles to enter upon the premises of the Customer and immediately to recover possession of the goods. Such rights of entry and recovery of possession shall be paramount and shall take effect in absolute precedence to any rights arising on the part of the Trustee in Bankruptcy of the Customer, or (being a Limited Company) of any Receiver and Manager, Official Receiver or Liquidator of a Customer.
- 14.1.1 The Customer shall commit any breach of the contract and shall fail to remedy such breach (if capable of remedy) within a period of thirty days from receipt of the notice in writing from Ortho-Care (UK) Ltd, requesting such remedy and
- 14.1.2 Any distress of execution is levied upon any of the goods or property of the Customer or
- 14.1.3 The Customer offers to make any arrangements with or for the benefit of its creditors or commits any act of bankruptcy or in the case of a limited company, has a Receiver appointed of the whole or any part of its undertaking property assets or
- 14.1.4 (Where the Customer is a Limited Company) An order is made or a resolution is passed or analogous proceedings are taken for the winding up of the Customer (save for the purpose of reconstruction or amalgamation without insolvency and previously approved in writing by Ortho-Care (UK) Ltd) Ortho-Care (UK) Ltd shall thereupon be entitled without prejudice to its other rights thereunder, forthwith to suspend all further deliveries until the defaults has been made good or to determine the contract or any unfulfilled part thereof or at Ortho-Care (UK) Ltd's option to make partial deliveries. Notwithstanding any such termination, the Customer shall pay to Ortho-Care (UK) Ltd at the contract rate for all work done materials used and goods delivered up to and including the date of termination.

15 Law

- 15.1 These Conditions and each and every contract made pursuant thereto shall be governed by and construed in all respects in accordance with the Laws of England and Wales.

16 WEEE Collections Policy Terms and Conditions

- 16.1 The B2B end user is responsible for all liabilities regarding the environmentally sound disposal of this WEEE when it becomes WEEE.
- 16.2 The producer has paid no charge to its PCS (Producer Compliance Scheme) for its eventual recovery. However, the PCS's disposal contractor is able to provide a cost effective and environmentally sound disposal of all 13 categories of WEEE.
- 16.3 The producer runs a take back service, for the UK clients only, with the following terms and conditions:
- 16.4 Ortho-Care (UK) Ltd will fund the recycling of the WEEE subject to the end user paying for the delivery of the WEEE to our Saltire site
- 16.5 For disposal please contact 0845 257 7024 or info@weeco.com for a free no obligation quote for the removal of WEEE items from a B2B end user. GDPR (2018)
- 16.6 The EU General Data Protection Regulation (GDPR) replaces the Data Protection Directive 95/46/EC and was designed to harmonise data privacy laws across Europe, to protect and empower all EU citizens data privacy and to reshape the way organisations across the region approach data privacy. Further details can be found on our website. All employees have a duty to protect any personal data they use within the company, both of staff and customers/suppliers/ contractors and anyone dealing with the firm.