

TERMS AND CONDITIONS of TRADE

DEFINITIONS

1. Any reference to Company/Seller/We/Us shall mean G-Care Electronics Limited, 6 Canford Gardens, New Malden, Surrey, KT3 5JL, United Kingdom (Registered Office) who sell or supply medical diagnostic equipment and accessories in the course of their trade or business.
2. Any reference to You/Buyer/Purchaser shall mean any person, sole trader, partnership, business, body corporate or other entity detailed in the appropriate section of the sales invoice/order form and shall include all successors, heirs and assigns. Where the Buyer purchases in the course of a trade, profession or vocation, it is agreed that such a buyer shall mean a trade buyer. Where a person deals entirely as a consumer, statutory rights shall remain unaffected. Where the term buyer appears within these terms it shall mean both trade and consumer buyer/purchaser unless specified as relating to a trade buyer or consumer buyer individually.
3. Goods or equipment ordered shall mean the items detailed in the appropriate section of the sales/order form and it shall be a core term of this agreement that all additional parts, connecting components or ancillary items, not detailed within the sales order form, shall be additional to this agreement.
4. Price shall mean the consideration due for purchase and shall exclude VAT, which shall be added (for applicable purchases) at the prevailing rate prior to order confirmation by the Buyer. All Buyers within the EEC shall be liable for VAT unless VAT registered within the EEC whereupon the Buyer shall include, prior to any order placed, Company documentation which must contain a valid VAT registration number. For all Buyers, certain other duties or levies may be applicable to any purchase which shall be identified prior to order confirmation by the Buyer. Such taxation price indications shall be in relation to the taxation liability of the Company within the United Kingdom only and shall not include any liabilities of the Purchaser who shall remain liable for any levies or duties placed upon orders within originating Countries. For Purchasers outside the EEC, VAT shall not be applicable. In respect of all contracts outside the United Kingdom, certain local taxes or import levies may be charged by originating Countries which are not within the control or liability the Company. Purchasers should note that prices quoted may vary during the currency of brochures (upwards or downwards) and current prices are quoted at the time of order.
5. In respect of orders placed via the Internet, such orders shall be mere offers to purchase and shall not be accepted or binding upon the Company until confirmed or acknowledged in writing by the Company by means of invoice or statement. Order acknowledgement shall not amount to confirmation of order and the Company reserve the right to refuse any offer to purchase prior to written confirmation.

GENERAL

6. "Working day" shall mean any day excluding Saturdays, Sundays and public holidays.
7. These conditions shall apply to all of the company's quotations and contracts, orders (including telephone, facsimile transmittal, postal and internet orders) for the sale or supply of goods accepted by the company. For the trade buyer, any other terms or representations, whether implied by statute, made prior to, collateral with or subsequent to the contract or order are hereby excluded and shall not be binding upon the company. For the consumer buyer, representations shall only be binding upon the company if confirmed within the order form or other acknowledgement from the Company.
8. Brochure descriptions, Web Site information and samples on display are indicative only and any specifications, weights, measurements and technical data (whether relating to performance or otherwise) have been prepared by manufacturers and are for guidance only. Buyers are therefore required to check current specification, colours, weights and measurements with manufacturers or the Company, prior to order, as manufacturers may alter specifications to improve products. Manufacturers also reserve the right to amend specifications, without notice, in order to improve products or where amendment becomes necessary and the Company shall endeavour to inform the Purchaser of any such amendment or change.
9. The company reserves the right to amend technical or clerical errors in any order without notice. In addition, the buyer shall ensure that all details contained within the order are correct prior to submission to the Company. Subsequent to delivery, the Company shall accept no liability for any error or inaccuracy in order unless notified of such error within seven days of delivery/receipt of any document containing the said error.

GUARANTEES

10. All guarantees for products are provided entirely by the manufacturers and are subject to terms contained therein. Purchasers are reminded to complete and return all warranty cards/documents upon receipt of goods where appropriate.

LIMITATIONS UPON LIABILITY

11. Advice given by agents or servants of this company during telephone/Internet orders is based entirely upon information given by the purchaser with no inspection undertaken. As such, all advice given is indicative only and all such advice should be checked by the purchaser prior to order. Where advice is given after visual inspection by agents or servants of this company, such advice shall amount to an opinion only. Additionally, goods supplied are supplied only to correspond to the purpose for which goods of that kind are commonly supplied and not alternative uses to which they may be put. No liability for failure can be accepted by this company for such alternative use, amendment or modification.
12. For trade buyers, the company is hereby excluded from any liability, howsoever arising, in respect of any express or implied condition, warranty or term, statement, representation whether statutory or otherwise, relating to the goods supplied. The trade buyer accepts that he is best placed to insure against losses which arise by virtue of any breach of this agreement and warrants that he carries adequate insurance in this respect.
13. Where goods purchased by the buyer are alleged to be defective, the purchaser agrees to return such goods to the seller for inspection and report (without the seller replacing the said goods prior to such inspection). The purchaser also accepts that it is reasonable to inform the seller of any interruption, defect or other failure prior to contacting independent third parties or incurring expense and, in addition, to allow the seller to remedy the defect, failure or interruption. Parts modified or adapted by the purchaser shall no longer be warranted by the manufacturer nor shall the Company be liable for any failures resulting subsequent to modification as a result of such modification.
14. Where goods are defective, incorrectly supplied, delayed or otherwise in breach of the implied terms of the buyers statutory rights, all losses which result from loss of competition points, awards, loss of entry fees or other similar losses, are excluded and shall not be reclaimable from the Company.
15. No liability is accepted by the company where purchasers attempt to modify or install components supplied where it is known or ought reasonably to be known to the Purchaser that the part supplied is incorrectly supplied or otherwise not in

accordance with the order.

16. The company accepts no liability in respect of failure to supply or other interruptions caused by matters beyond the reasonable control of the company, including but without limitation, strikes, lockouts, civil disputes, acts of God, war or actions by third parties.

17. Notwithstanding any other provision of this Agreement, nothing in this Agreement shall confer a benefit on any person or persons not named as the purchaser herein (for the purposes of the Contract (Rights of Third Parties) Act 1999 or for any other purpose).

PAYMENT TERMS

18. Quotations are given on the assumption that no variation in the price will be made by the manufacturer/sole importer and that Government levies remain unaltered. In the event of such changes, the trade buyer shall be liable for the full cost of any change without notice from the Company. A Consumer Buyer shall be contacted by the Company and consent for any price increase obtained. Where no such consent is obtained, the Consumer Buyers agreement to purchase shall be treated as cancelled. Buyers are hereby informed that calling down of smaller quantities of material than ordered may increase the overall price per unit, there being reduced economies of scale in order. The resultant additional cost shall be the buyers.

19. Unless otherwise stipulated within the sales invoice/order form, all accounts are payable with order or otherwise in accordance with the terms of the trade buyer's credit account. Where default occurs in payment by the trade buyer, default interest shall become payable in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 at the maximum rate permissible there under or in accordance with the credit terms agreed or, where the buyer is a consumer, at 2% above the base rate of the Lloyds TSB Group PLC.

TITLE AND DELIVERY

20. Ownership or Title to the product shall not pass to the buyer until the company has received payment in full. In the event that sums owing in respect of other items ordered remain due, apportionment by this company shall take place without prejudice to the right to retain title or ownership in respect of all goods ordered.

21. Delivery times will be quoted at time of order and all times given for despatch or delivery are approximate and time shall not be of the essence. The buyer agrees to give 20 days in any written notice making time of the essence, such notice to commence subsequent to the last time for delivery quoted by the Company. The Buyer further agrees to accept full liability in respect of delayed or late delivery or dispatch prior to the expiry of any such notice. In any event, delivery times are approximate and variable. When delivery is effected to the purchaser directly or to an independent delivery contractor as agent for the purchaser, risk shall pass to the buyer immediately.

22. The Buyer is required to notify the company, in writing, of any shortage, misdelivery or other discrepancy immediately, or at the latest within seven days of such shortage, misdelivery or failure, thereafter the buyer shall be liable for any such discrepancy. Where delivery is effected to the buyers own independent delivery contractor, loss or damage in transit claims should be made directly to the carrier. The company will assist purchasers in making their claim. Buyers should retain all packaging in the event of a claim or return within the terms of this agreement.

23. Delivery and packing prices indicated within the Companies Brochures and Internet Site are subject to change and will be confirmed at the time of order. Buyers outside the United Kingdom and Europe shall be quoted approximate prices for delivery and packing prior to order confirmation. If required the Company shall quote for delivery and packing in such instances and confirmation of acceptance shall be required from the Buyer prior to acceptance of order.

CANCELLATION OF ORDERS AND LIABILITY

24. Goods purchased and delivered to the buyer otherwise than by means of distance communication (including a Trade buyer) may be returned to the Company in original packaging (and without being installed or used and with all relevant seals and enclosures intact) for credit within 7 days of receipt by the buyer, subject to a restocking charge of not less than 10% of the value of the order. Credit shall be subject to the buyer producing proof of purchase and returning goods carriage paid.

25. The Trade Buyer shall indemnify the company against all actions, claims, demands, penalties and cost brought by or incurred by third parties or this company in tort, contract, infringements of or alleged infringements of patents or registered designs or otherwise arising in connection with the goods or their delivery or unloading or with work done by the company in accordance with the buyers specifications.

32. The Buyer confirms that he shall comply with any or all rules and instructions relating to installation and use of the product concerned and fully accepts that any loss which results from forced, misdirected, inappropriate or unqualified installation or use shall not be accepted by the Company.

JURISDICTION

These terms and this agreement (including an agreement concluded by means of distance communication) shall be interpreted in accordance with English Law and industry custom and practice, and English and Welsh courts shall have sole jurisdiction in respect of any dispute arising there from.