

Below are listed our terms and conditions of sale and it is important that you read and understand them. If you have any queries we would be happy to answer them on 08451591968

## 1. ACCEPTANCE OF ORDERS

1.1 These Terms and Conditions shall apply to all orders for goods received by Advent Medical Equipment 'the Company' for supply in the United Kingdom. No other conditions whether or not inconsistent with these Terms and Conditions shall apply. For supplies outside of The United Kingdom, these Terms do not apply.

1.2 Each order for goods will be deemed to be an offer by the customer to purchase the goods upon these Terms and Conditions (the 'Order'). A contract shall not be formed until the customer's order is accepted in writing by the Company (the 'Contract') and payment is received.

1.3 All Contracts are subject to these Terms and Conditions. No variation of these Terms and Conditions will be accepted by the Company unless previously agreed in writing. The Company reserves the right to refuse any Order without providing a reason.

1.4 Goods are subject to availability, in the event that we are unable to supply the goods, we will inform you of this as soon as possible. An alternative will be offered or a full refund will be given where payment has already been received by the Company for those Goods.

## 2. CUSTOMER'S AUTHORITY

Customers entering into transactions with the Company expressly warrant that they are authorised to accept and are accepting these Terms and Conditions not only for themselves but also as agents for and on behalf of all other persons or legal entities who are, or may become, interested in the Company's goods, whether in whole or part.

## 3. DETAILS AND SPECIFICATIONS

Details and specifications of goods will be as set out in the Company's current printed brochure. The Company reserves the right to alter specifications of any given product and to withdraw any item without explanation or notification. Current specifications can be confirmed with the Company by telephone.

## 4. PRICES

The price for the goods will be the price set out in the Company's current brochure or websites, the Company reserves the right to change any price without notice. Costs of packaging and carriage and any applicable sales tax or duty will be added to the price where relevant. All prices quoted are subject to VAT at the prevailing standard rate. Any organisations that are exempt from VAT, must provide a validated certificate at the time of ordering.

## 5. PAYMENT

5.1 All payments for goods or services shall be made by the Customer to the Company at the time of placing the order by direct debit payment, and the Customer shall set up a direct debit payment arrangement with the Company.

5.2 The Company may, at its sole discretion, accept payments by credit, debit card or BACS.

5.3 If any sum payable is not paid when due for example, by failure of the direct debit payment, that sum will bear interest from the due date until payment is made in full at 8% above Barclays Bank Plc base rate from time to time and the Company will be entitled to suspend delivery of subsequent Orders and any agreed discounts until the outstanding amount has been received.

5.4 Unless otherwise stated on Advent Invoices, payment shall be made not later than 30 days after the invoice date. Leniency shall be at the discretion of Advent Medical Equipment proprietors only.

5.5 Normal practice of Advent Medical Equipment is to issue invoices with a 14 day terms for new accounts. This is to compensate for the nature of the business. If the new account fails to pay in 14 days, then at the sole discretion of Advent Medical Equipment's proprietors, credit terms may be withdrawn, and Pro Forma invoices issued, which must be paid prior to commencement of future works, services or product sales.

## 6. CANCELLATION OF ORDERS

The Company will use all reasonable endeavours to meet Customers' individual requirements but the Company shall be under no obligation to accept cancellation or other amendment to any order or any part of an Order once accepted by the Company. Where such cancellation or amendment to an Order is agreed by the Company, it is on the understanding that a reasonable cancellation or amendment charge may be levied at the Company's sole discretion.

## **7. DELIVERIES AND CARRIAGE**

7.1 All Orders will be despatched by the most appropriate route. Where a customer suggests an alternative route or places an Order outside the normal schedule, the Company shall have the right to charge the entire cost of delivery, irrespective of the value of the Order.

7.2 Deliveries will be made to the reception desk and/or ground floor at the Customer's stated delivery address. Any special delivery requirements or difficulties in delivering (e.g. narrow doorways, stairs, and restricted access) should be made known to the Company at the time of placing the Order and may be subject to additional costs. The Company cannot accept responsibility for any difficulties in delivery as a consequence of information or lack of information supplied by the customer.

7.3 The Company will use reasonable endeavours to deliver each of the Customer's Orders for the goods within the time agreed when the Company accepts an Order and, if no time is agreed, then within a reasonable time, but the time of delivery is not of the essence. If, despite those endeavours, the Company is unable for any reason to fulfil any delivery on the specified date, the Company will not be deemed in breach of the Contract, nor (for the avoidance of doubt) will the Company have any liability to the customer for direct, indirect or consequential loss howsoever caused (including as a result of negligence) by any delay or failure in delivery. Any delay in delivery will not entitle the customer to cancel the Order or to receive a refund of any monies paid unless and until the customer has given 14 days' notice to the Company requiring the delivery to be made and the Company has not fulfilled delivery within that period. The customer shall have no other remedy in respect of late delivery.

## **8. RETENTION OF TITLE**

8.1 All goods supplied by the Company to the customer shall remain the property of the Company until such time as the Company has received payment in full for the goods and of all other moneys due to the Company from the Customer. After delivery of the goods to the Customer or his nominated sub purchaser, the goods shall be at the customer's risk and the customer shall insure those goods against loss or damage. Until such full payment is received the separate identity of those goods shall be maintained by the Customer.

8.2 Until such time as title of the goods shall pass to the customer in accordance with the foregoing provision, the Company shall be entitled at any time to repossess the goods whether with or without notice and the Company and its employees or agents shall have the right at any time to enter upon the premises of the Customer for the purpose of effecting such repossession.

## **9. FORCE MAJEURE**

The Company will not be liable to the Customer for any failure or delay in delivery of the goods if it is due to any event beyond the reasonable control of the Company. The Company will be entitled to a reasonable extension of time for performing such obligations and shall not be liable for any loss or damage occasioned to the Customer thereby.

## **10. WARRANTY AND WARRANTY PERIOD**

10.1 Goods are supplied according to the descriptions and specifications given in the relevant and current brochures of the Company. The Company gives no warranty and makes no representation as to the suitability of fitness of any goods for any particular purpose unless expressly given or made in such brochures or websites.

10.2 In the event that an item is defective within the meaning of the Sale of Goods Act 1979 (as amended from time to time) the Company reserves the right to replace or repair the goods as an alternative to refunding the purchase price, at its absolute discretion.

10.3 Claims will not be considered where:

10.3.1 the goods have been improperly altered in any way whatsoever, or been subject to misuse or unauthorised repair;

10.3.2 the goods have been improperly installed or connected;

10.3.3 the goods have been opened, partly used or the seals or labels have been removed or tampered with;

10.3.4 the goods have been damaged by fire, water, smoke or chemicals;

10.3.5 any maintenance requirements relating to the goods have not been complied with;

10.3.6 the goods have been specifically ordered by the Customer and are not stocked by the Company;

10.3.7 any instructions as to the storage of the goods have not been complied with in all respects;

10.3.8 the Customer has failed to notify the Company of any visible or suspected defects or damage within 2 days of delivery where the defect or damage should be apparent on reasonable inspection, or within 3 days of the same coming to the knowledge of the Customer where the defect or damage is not one which should be apparent on reasonable inspection.

10.4 Any returned goods must be accompanied by a returns note, which the Company will supply to the Customer upon request. Failure to do so will render any claim for credit null and void. Any credit will only be raised after satisfactorily passing inspection by the Company's distribution centre.

10.5 The complete packaging should be retained if pilfering is suspected or if a breakage has occurred. If pilfering is suspected the Company and the carriers should be notified immediately. Claims cannot be considered unless these conditions are observed.

10.6 Except as set out in this condition 10, the Company hereby excludes to the fullest extent permissible in law, all conditions, warranties and stipulations, express (other than those set out in the Contract) or implied, statutory, customary or otherwise which, but for such exclusion, would or might subsist favour of the Customer.

## 11. CARRIAGE CHARGES

11.1 The Company reserves the right to make a small order charge of £10.00 ex VAT towards the carriage of orders under £200.00 ex VAT

11.2 Any orders that are not to main land UK may incur additional costs. These will be advised to the Customer prior to the Order being despatched.

11.3 Goods shipped direct from suppliers may be subject to additional carriage charges. Any additional charges will be advised prior to the Order being despatched to the Customer.

## 12. NON-DELIVERY

In the event of non-arrival of goods, Customers must inform the Company within 14 days of the date of the invoice or advice of despatch, otherwise no claim can be considered.

## 13. NON FAULTY RETURNED GOODS

13.1 Goods are not supplied on a sale or return basis. If any Goods are returned, the Goods must be unused and in original packaging and fit for resale. Returns will only be accepted with prior written permission of the Company. This must be obtained within 3 working days of date of despatch.

13.1.1 In the event of Customer not being entirely satisfied with any goods received, notification must be made in accordance with condition 10. Failure to do so will result in credit/refunds not being issued.

13.1.2 Items made to Customer's own specification or have been specifically ordered will not be accepted for return unless faulty in accordance with condition 10. Unless agreed with supplier such returns are subject to any charges and transit costs imposed by suppliers.

13.1.3 the Company accepts no responsibility for goods lost during transit.

13.1.4 no replacements are available whilst goods are exchanged, replaced or repaired.

13.1.5 goods will not be acceptable for return if they have been relabelled or used in any way, or if any tamper evident seals have been broken. A returns note in accordance with condition 10.4 needs to be provided by the customer in connection with all returns of non-faulty goods.

13.1.6 temperature controlled and pharmaceutical items will be accepted to correct defects and delivery errors only. In such cases the goods must be stored according to Manufacturers instructions.

13.2 Credits will normally be allowed on authorised returns as follows:

13.2.1 goods authorised for return within 3 working days of despatch - 100% allowance.

13.2.2 any other goods - no allowance.

13.2.3 customers outside of the UK, 3 day rule applies from date of receipt not despatch.

13.3 Non faulty goods accepted at the Company's discretion for credit will be subject to a handling charge at a rate of 25% on net invoice value or a minimum of handling charge of £25.00.

#### 14. LIABILITY OF THE COMPANY

14.1 The Company's entire liability under these Terms and Conditions and any Contract is as set out in conditions 7 and 10. The Company will be under no liability to the Customer whatsoever (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) for any injury, death, damage or direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss) howsoever caused arising out of or in connection with:

14.1.1 any of the goods, or the manufacture or sale or supply, or failure or delay in supply, of the goods by the Company or on the part of the Company's employees, agents or sub-contractors;

14.1.2 any breach by the Company of any of the express or implied terms of the contract with the Customer;

14.1.3 any use made or resale by the Customer of any of the goods, or of any product incorporating any of the goods; or

14.1.4 any statement made or not made, or advice given or not given, by or on behalf of the Company or otherwise under a Contract and these Terms and Conditions.

14.2 The Company does not exclude its liability (if any) to the Customer for:

14.2.1 for breach of the Company's obligations arising under section 12 Sale of Goods Act 1979 or section 2 Sale and Supply of Goods and Services Act 1982;

14.2.2 for personal injury or death resulting from the Company's negligence;

14.2.3 under section 2(3) Consumer Protection Act 1987;

14.2.4 for any matter which it would be illegal for the Company to exclude (or to attempt to exclude) its liability; or:

14.2.5 for fraud.

#### 15. PROPER LAW

These Terms and Condition and any Contract shall be governed by & construed according to the law of England and the Customer submits to the jurisdiction of the English courts. These Terms and Conditions will prevail over any conditions that shall be issued by the customer. Customers should not rely on any representations made by staff of the Company as they do not form part of the Contract or collateral contract.

#### 16. CUSTOMERS DEALING AS CONSUMERS

Where a Customer 'deals as a consumer' as defined in Section 12(1) of the Unfair Contract Terms Act 1977 (as amended) these Terms and Conditions are subject to the Consumer's statutory rights, including but not limited to the Consumer Protection (Distance Selling) Regulations 2000. The Company shall in no way be entitled to exclude or limit such statutory rights.