

CuttingEdge Surgical Instruments

Standard Terms and Conditions of Sale

1. Application

These conditions apply to all contracts between Cutting Edge Surgical Instruments Ltd and the Customer and override all conditions stipulated by the Customer (even if submitted in a later document); any other agreements between the parties relating to the subject matter of this order are terminated (except an agreement into which these conditions are incorporated).

No variation to these conditions is permitted unless agreed in writing by the Director of Cutting Edge Surgical Instruments Ltd.

2. Price

Prices shall be those quoted or accepted by Cutting Edge Surgical Instruments Ltd subject to revision in the event of any increase or decrease of the costs of Cutting Edge Surgical Instruments Ltd between the date of quotation or acceptance by Cutting Edge Surgical Instruments Ltd and the date of despatch to the Customer.

All prices quoted or accepted are exclusive of Value Added Tax and the contract price shall be such price plus VAT.

3. Delivery

3.1 Delivery dates are approximate only and Cutting Edge Surgical Instruments Ltd shall not be responsible for any loss or damage arising from any delay in delivery of all or part of any goods ordered.

3.2 In the case of damage to goods or loss of part of a consignment, the consignment must be inspected in the presence of the carrier. If any goods are damaged or lost the consignment note must be endorsed accordingly and the Customer must notify Cutting Edge Surgical Instruments Ltd with forty-eight (48) hours of delivery, such notification to be confirmed in writing within the following five (5) days. The Customer must hold all damaged goods for a reasonable time to enable Cutting Edge Surgical Instruments Ltd to carry out an investigation.

3.3 Claims in respect of short delivery must be notified in writing to Cutting Edge Surgical Instruments Ltd with seven (7) days of the receipt of goods.

3.4 Claims in respect of goods, which do not conform, to those ordered by the Customer must be notified in writing to Cutting Edge Surgical Instruments Ltd within seven (7) days of the receipt of the goods.

3.5 Save in exceptional circumstances, the existence of which Cutting Edge Surgical Instruments Ltd alone shall determine, Cutting Edge Surgical Instruments Ltd will not accept liability for claims of any of the above matters which are notified after the relevant time limit has expired.

3.6 Cutting Edge Surgical Instruments Ltd reserves the right to charge the Customer for any transport, storage or others costs reasonably incurred if for any reason the Customer is not able promptly to accept goods tendered for delivery and the delivery is refused.

3.7 Claims in respect of non-delivery must be notified to Cutting Edge Surgical Instruments Ltd with seven (7) days of the receipt of Cutting Edge Surgical Instruments Ltd invoice or statement, whichever is the first document to be received by the Customer.

4. Returns

4.1 Returns must be made subject to the following:

- 4.1.1 prior authority having been obtained from Cutting Edge Surgical Instruments Ltd, which will be given at the Company's sole discretion;
- 4.1.2 the respect for the return must be made within fourteen (14) days of the date of the invoice and the goods in issue must be returned with fourteen (14) days of the authority to return;
- 4.1.3 the goods must be properly packed;
- 4.1.4 the goods must be in a saleable condition;
- 4.1.5 the goods must be accompanied by a list of the goods.

4.2 Cutting Edge Surgical Instruments Ltd reserves the right to reject any products which do not comply with the conditions set out in Clause 4.1.

4.3 If Cutting Edge Surgical Instruments Ltd nevertheless agrees to accept any goods returned which are not in a saleable condition, Cutting Edge Surgical Instruments Ltd reserves the right to charge the cost to the Customer of bringing the goods into a saleable condition.

4.4 The Customer shall not be entitled to return Goods for credit unless it has obtained Cutting Edge Surgical Instruments Ltd prior authorisation for any such return. Cutting Edge Surgical Instruments Ltd reserves the right to recover its delivery costs in respect of returned Goods by charging a maximum handling fee of 25% of the invoice cost for all returns for credit which it has accepted.

5. Cancellation and Rescheduling

Unless otherwise agreed in writing any request by the Customer for a cancellation of any order or for the rescheduling of any deliveries will only be considered by Cutting Edge Surgical Instruments Ltd if made at least 24 hours before despatch of the products and shall be subject to acceptance by Cutting Edge Surgical Instruments Ltd at its sole discretion, and subject to a reasonable administration charge. The Customer hereby agrees to indemnify Cutting Edge Surgical Instruments Ltd against all losses, costs (including the cost of labour and materials used and overheads incurred), damages, charges and expenses arising out of the order and its cancellation or rescheduling.

6. Accounts and Payment

6.1 Payments for the goods shall be made within thirty (30) days of the date of the invoice, unless otherwise specified on the invoice.

6.2 Cutting Edge Surgical Instruments Ltd reserves the right to charge interest on overdue sums at the rate of 4% (four percent) per annum above the Base Rate for the time being at The Bank of England calculated on a daily basis from the due date of payment in Clause 6.1 above until the date upon which payment is made.

6.3 Cutting Edge Surgical Instruments Ltd may at any time require the Customer to make payment in advance of delivery or require security for payment.

6.4 If the Customer fails to make any payment by the due date or when required, Cutting Edge Surgical Instruments Ltd may (without prejudice or any other remedy, which it may have) cancel this contract and/or any other contract between the Customer and Cutting Edge Surgical Instruments Ltd and/or suspend delivery under this or any other contract until payment is made.

6.5 Cutting Edge Surgical Instruments Ltd reserves the right to charge a surcharge on credit card transactions (which may exceed the amount charged to Cutting Edge Surgical Instruments Ltd by the credit card companies) by way of a handling or processing charge.

6.6 The Customer must notify Cutting Edge Surgical Instruments Ltd in writing within seven (7) days of the date of the invoice of any errors within the invoice. Failure will result in Cutting Edge Surgical Instruments Ltd assuming acceptance of the invoice in full.

6.7 The Customer's credit limit may be withdrawn or amended without prior notice by Cutting Edge Surgical Instruments Ltd. Should credit facilities be provided the Customer undertakes to notify Cutting Edge Surgical Instruments Ltd without delay of any material change in its finance, structure, share ownership and/or value of assets, which may affect the Customer's credit status. Failure to report any such changes may result in credit being withdrawn without prior notice.

7. Title of Goods

Title to the goods shall in no case pass to the Customer until the full contract price has been paid in full to Cutting Edge Surgical Instruments Ltd. The Customer shall in any event have a particular and general lien over the goods for all claims under contract against Cutting Edge Surgical Instruments Ltd.

8. Liability

8.1 Unless specifically directed on the Goods' packaging, all Goods supplied by Cutting Edge Surgical Instruments Ltd must be stored by the Customer in a suitable cool, dust-free and dry place and Cutting Edge Surgical Instruments Ltd shall not be liable for any defects in the Goods caused by abnormal or unsuitable conditions of storage.

8.2 Cutting Edge Surgical Instruments Ltd shall not be liable for any loss or damage sustained by the Customer resulting from defects in the Goods caused by fair wear and tear, fire or accident or from the Customers wilful damage to, misuse or neglect of the Goods, or from unauthorised installation, alterations to, or repairs to the Goods carried out by the Customer or any third party, or from the Customers failure to use the Goods in accordance with their intended purpose or Cutting Edge Surgical Instruments Ltd instructions. Express warranties given by the Company are given in lieu of all terms implied in relation to the Goods by statute, common law or otherwise, which terms are hereby excluded. Cutting Edge Surgical Instruments Ltd shall have no liability for any indirect or consequential losses suffered by the Customer howsoever caused (except that nothing in these conditions shall be taken to exclude Cutting Edge Surgical Instruments Ltd liability for death or personal injury resulting from negligence).

9. Termination

If there is appointed a Receiver, Administrator or Administrative Receiver of the Customer's property or assets or any part of them, or a court order is made or a resolution is passed for the winding-up of the Customer (except for the purpose of amalgamation or reconstruction) or if the Customer commits any act of bankruptcy, or any bankruptcy petition is presented against the Customer (or any analogous proceedings under the law or any country outside the United Kingdom are commenced), Cutting Edge Surgical Instruments Ltd may by notice in writing to the Customer cancel all orders and contracts between Cutting Edge Surgical Instruments Ltd and the Customer or any part of them remaining unfulfilled.

10. Data Protection

10.1 The parties are committed to respecting the privacy rights to individuals. To the extent that a party collects and transfers to the other party any personal data, the receiving party will comply with relevant laws and regulations related to this collection and transfer and agrees also to comply with relevant laws and regulations related to the storage, maintenance and processing of such personal data.

10.2 The Customer agrees that Cutting Edge Surgical Instruments Ltd may make such enquiries and searches and obtain such references as it considers necessary from any person, firm or company including any credit reference agency (which will keep a record of any search made) and may disclose the results to those enquiries, searches and reference and any information given by the Customer ("relevant information") to any credit reference agency or to any other company in any corporate group of which it is a member, to any company or business associated with it and to any person, firm or company acting on the Company's behalf for any purpose connected with the Company's business.

11. Governing Law

These conditions shall be governed by the laws of England.