

## Terms & Conditions

These are the sole terms of JD Dental (the "Seller") and shall govern all transactions between the Seller and the customer (the "Buyer") excluding those agreed expressly in writing by the Seller. These Terms and Conditions apply in preference to and supersede any other Terms and Conditions referred to, offered to or relied on by the Buyer whether in negotiation or at any stage in the dealings between the Seller and the Buyer in respect of any and all goods (the "Goods") and/or services (the "Services") supplied by the Seller to the Buyer.

### **Purchase of Goods and Services**

By ordering Goods and/or Services from the Seller, the Buyer is agreeing to these Terms and Conditions.

Where the Seller so requires, only the signing by both the Buyer and the Seller of a written order shall legally bind the parties thereto in respect of the purchase by the Buyer of any Goods and/or Services.

Health Authorities must supply an official order number prior to completion of order.

The Buyer will impose a minimum order value for Goods of £10 (excluding the value of post, packaging and VAT).

The Buyer hereby agrees that, in respect of any Goods which are capable of being routinely serviced and maintained by the Seller and for so long as such Goods are retained by the Buyer, the Seller will provide, and the Buyer will pay for, the Seller's standard service and maintenance package.

### **Delivery**

Delivery of any Goods and/or Services shall be made by the Seller at a point subsequent to the Seller agreeing to supply such Goods and/or Services and it is hereby acknowledged that the Seller shall be entitled to a reasonable time from the date of such agreement in which to obtain such goods (where goods are not current stock items) and procure delivery. The cost of delivery will be charged in accordance with the Seller's rates therefore at the time of delivery and such charges are subject to variation without notice. Variations on delivery services may be available at an additional cost to the Buyer.

It is hereby agreed by the Buyer, that the Buyer shall not be entitled to refuse delivery of either Goods and/or Services by virtue of any delay in delivery on the part of the Seller.

The Seller shall be responsible for the delivery of any Goods but shall not be responsible for the installation thereof, unless previously agreed and confirmed in writing.

The Seller hereby reserves the right to deliver Goods of a different specification to that agreed between the parties where, in the absolute and sole discretion of the Seller, it is reasonable to do so in all the circumstances and the Buyer will not be materially prejudiced thereby.

### **Payment**

The Buyer shall pay for Goods and/or Services within 30 days of the date of the invoice unless the Seller states that it requires either payment in advance or payment on delivery. All prices will be given in pounds sterling and exclusive of all taxes (including VAT and import duty), delivery and insurance costs. Services will be charged at the Seller's current prevailing rate for travel and work time. Parking fees will be charged at cost (at the Seller's discretion).

No payments shall be considered made until it is received by the Seller. Interest will be charged by the Seller on all invoices at 2% compounded monthly from the invoice date, on all outstanding invoices of 30 days or older. If any previous invoice from the Seller to the Buyer remains outstanding, the Seller may (without prejudice to any other rights it may have) refuse new orders and delay or cancel the completion of any outstanding orders.

In the event the Buyer is declared bankrupt or insolvent or compounds or makes any arrangement with its creditors or has distress levied against its goods or assets, or has an Administrator, Receiver, Liquidator or Trustee in bankruptcy appointed, the Seller shall have the right to suspend delivery of any Goods and/or Services notwithstanding any contrary agreement between the parties.

The Seller may, at its absolute and sole discretion, extend credit to the Buyer and the terms of such credit may be varied or cancelled by the Seller at any time. In order to allow the Seller to make a decision to extend, or continue to extend, credit the Buyer will supply such financial information about itself, and such references, as the Seller may reasonably require. Any right of set-off whatsoever in favour of the Buyer against the Seller is hereby excluded. The Buyer shall not make any deductions from payments due to the Seller unless a credit note has been issued by the Seller to the Buyer.

In the event that the Buyer fails to take delivery of any Goods, the Buyer shall pay to the Seller an amount equal to 25% of the total cost in respect of that particular order.

The Seller may, at its absolute and sole discretion, consent to the return of Goods by the Buyer to the Seller. The Buyer must obtain such consent in writing and the Goods must be current products in original condition and must be returned to the Seller freight pre-paid and at the Buyer's risk. Such returns are subject to a discretionary restocking charge of up to 30% (minimum £10.00) of the total invoiced cost of the Goods. Service exchange items, printed circuit boards, pre-packed sealed units and special orders cannot be returned for credit.

In the event that the Buyer cancels or defers the provision of Services by the Seller, the Seller shall be entitled to charge the Buyer the costs of such cancellation or deferment.

### **Loss or Damage in Transit**

Unless the Seller agrees with the Buyer to deliver Goods by the Seller's own transport (upon which risk shall pass to the Buyer at the time when the Goods, or the relevant part thereof, arrive at the place of delivery), risk of the Goods shall in all cases pass at the time when the Goods leave the Seller's premises so that the Goods shall be at the Buyer's risk.

The Buyer shall have no claim against the Seller for shortages, and shall have no claim against the Seller for defects apparent on visual inspection, unless the Buyer makes a written complaint to the Seller within 10 working days of delivery of the Goods specifying the shortage or defect and, before any use or alteration of the Goods is made, allows the Seller reasonable time in which to inspect the Goods and investigate any complaint.

The Buyer shall have no claim against the Seller for defects not apparent on visual inspection unless the Buyer makes a written complaint to the Seller within 10 working days of discovery of the defect and, before any further use or alteration of the Goods is made, will allow the Seller a reasonable time within which to inspect the Goods and investigate any complaint.

If a complaint is not made by the Buyer to the Seller as provided in this clause then the Goods shall be deemed to be in all respects in accordance with the agreement between the parties and the Buyer shall be bound to pay for the same accordingly.

### **Exclusion of Liability**

The Seller hereby accepts liability in the event of death or injury to any person arising out of negligence of the Seller or its agents or employees.

To the extent permitted by law and subject to the provisions above, the Seller hereby excludes liability for any loss or damage whatsoever to Goods or any other goods or property of the Buyer arising in any way whatsoever including breach of contract, breach of any statutory provisions or implied terms and/or as a result of the negligence of the Seller or its agents. The Buyer shall not be entitled to make any claim in respect of defects or damage caused to long-term consumables (including, but not limited to, light bulbs, fuses and heaters) arising by reason of fair wear and tear, improper installation or maintenance, accident or misuse.

The Seller shall not be liable in any event for any consequential or indirect losses suffered by the Buyer arising in any way whatsoever including without limitation to the generality of the foregoing from breach of contract or in tort or as a result of the negligence of the Seller or its agents and including any loss of income, loss of profits or loss of interest or opportunity.

In the event that the parties agree a delivery date as a variation to the *Delivery* clause, and subject always to the clause below, then the Seller's liability for any delay in delivery of any Goods and/or Services shall be limited to the maximum of the aggregate sale price of the Goods and/or Services excluding VAT. The Seller shall not be liable in any circumstances for any consequential or indirect losses incurred by the Buyer as a result of delayed delivery for whatsoever reason notwithstanding that a delivery date may have been agreed by the Seller. The Seller shall not be liable for any failure of, or delay in, performance of any contract or part thereof in pursuance of these Terms and Conditions which is due wholly or partially to the imposition, application or enactment of any law or statutory regulation (whether of the UK or elsewhere) by any competent authority, strikes, lock-outs, failure of other suppliers to supply to the Seller, an act of God or natural disaster, civil commotion, labour disputes or other cause or occurrence reasonably beyond the control of the Seller.

All warranties in respect of any Goods and/or Services whether implied by statute or common law, made expressly or otherwise are hereby excluded to the extent permitted by law. The Seller does not guarantee any Goods and/or Services or the performance thereof in any way whatsoever save to the extent that the Seller shall pass on to the Buyer the benefit of such guarantees and warranties (if any) as are given to the Seller by the manufacturer or supplier of any Goods.

### **Title**

Legal and beneficial ownership of any Goods and/or parts shall remain with the Seller until it has received payment in full.

During such time as the Seller retains title to the Goods in accordance with the clause above, the Buyer acknowledges that it holds such Goods in a fiduciary relationship as the Seller's bailee and agrees that it will store such Goods so as to identify them as the property of the Seller and keep them free at all times from any charge or encumbrance.

At any time prior to payment in full (whether or not more than 30 days have elapsed from date of invoice) the Seller may retake possession of such Goods and may enter upon the Buyer's premises by its employees or agents for this purpose (and such action shall be without prejudice to any other rights of the Seller in respect of any Goods and/or Services) and it is provided that the Buyer shall accept in respect of all Goods repossessed in accordance with these Terms and Conditions any credit note raised by the Seller in respect of VAT or other lawful charges or tariffs levied by the Seller on the Buyer in respect of Goods.

### **General**

This agreement is the entire agreement between the Seller and the Buyer in respect of all transactions between the Seller and the Buyer and no variation of this agreement shall be effective unless in writing and signed by the Seller. This agreement replaces any relevant existing agreement between the Seller and the Buyer.

If the Seller agrees with the Buyer or a court of law determines that any provision of this agreement is invalid, illegal or unenforceable the rest of this agreement shall remain in full force and effect notwithstanding any such invalidity, illegality or unenforceability but the provision in question will be either changed by the minimum amount required to make it valid, legal and enforceable or, in the event that this is not possible, taken out altogether.

No delay of failure on the Seller's part to exercise or enforce any rights or remedies pursuant to the terms of this agreement shall constitute a waiver of such rights or operate to prejudice the exercise of any such rights at any time thereafter.

Any signatory on behalf of the Buyer shall be personally liable for all the obligations of the Buyer under this agreement. Joint signatories on behalf of the Buyer shall be jointly and severally liable for all the obligations of the Buyer under this agreement.

Any headings to clauses or sub-clauses are for convenience only and shall not affect the interpretation or construction thereof.

These Terms and Conditions shall be construed in accordance with and governed by English Law and shall be subject to the jurisdiction of the English courts.