

## **MEDIWIN LTD TERMS AND CONDITIONS:**

### **BASIS OF SALE:**

Mediwin Ltd (herein after called the Company) reserves the right to amend any kind of terms & conditions and prices without any kind of prior notice.

The Company agrees to sell and you agree to buy the goods as detailed in your order and confirmed in our invoice subject to these conditions, which shall govern this contract.

On placing the order the customer shall have deemed to have accepted the terms and conditions of the Company.

### **PRICES:**

The Company reserves the right to amend any or all of their prices without any kind of prior or due notice. Orders are accepted on condition that goods will be invoiced at the prices prevailing at the date of delivery.

### **VALUE ADDED TAX (V.A.T.):**

All orders and prices quoted are subject to the standard rate of V.A.T. on the net invoice value.

### **TITLE & RISK:**

Goods supplied remain property of the Company until full payment is made and acknowledged. The company reserves the right to uplift or retake the possession of unpaid goods in an event of non-payment.

The company shall be entitled to retake possession of unpaid goods if:

- The customer has failed to pay for the same in accordance with contract.
- The customer shall become insolvent or bankrupt.

The risk in the Goods shall pass to the Customer on completion of delivery, or if the Customer wrongfully fails to take delivery of the Goods, the time when the Supplier has tendered delivery of the Goods.

### **PAYMENTS:**

Payment terms are payment due in advance, unless otherwise agreed in writing. Where payment terms are agreed the Customer shall pay the invoice in full and in cleared funds by the due date stated on the invoice. Time of payment is of the essence.

The company reserves the right to charge interest on overdue accounts at the rate of 8% above the Bank of England base rate per month without prejudice to right to recovery. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

### **DELIVERY:**

Unless agreed in any special terms delivery shall be "ex works" which means that the Company delivers when it places the Goods at the disposal of the Customer at the Company's premises.

Goods are not sold on a "sale or return" basis.

Goods are subject to availability and the Company reserves the right to limit quantities.

While every effort will be made to deliver goods in accordance with customer requirements the Company does not undertake any kind of responsibility for delays, howsoever caused.

### **NON-DELIVERY:**

Non-delivery must be notified to the Company within 2 days of invoice date or advice of dispatch. Any credit issue will not be addressed unless the criteria are met.

### **RETURNED GOODS:**

All claims to be made within 2 days of delivery and confirmed in writing including account and invoice number. Goods are to be returned at sender's risk, in their original packaging as supplied, failing which no credit claims of any kind will be entertained.

The Company reserves the right to impose handling charges on any kind of goods being returned for any reasons. Under the existing rules and regulations, goods will only be accepted for return by the Company for the following reasons:

- To correct an error in delivery or ordering.
- In response to a product or batch recall instigated by a manufacturer.
- Where products or packages are alleged to be faulty.

### **SHORTAGES:**

If the parcel is damaged in any way, please check contents in front of the carrier and sign the carriers' sheet in accordance with actual condition and quantity of contents.

Any shortages must be advised in writing within 2 days of delivery, with appropriate details.

### **FORCE MAJEURE:**

The Company is released from its obligation to execute orders in the case of the advent of instances of force majeure that make any delivery impossible. The following in particular constitute instances of force majeure: strikes, fires, accidents, technical incidents, or any other similar fact.

### **GOVERNING LAW AND JURISDICTION:**

The Contract, and any dispute or claim arising out of or in connection with it shall be governed by, and construed in accordance with English Law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

Mediwin Ltd Registered in England: 4309058

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