

DARAY Limited

HEALTHCARE PRODUCTS

1 Conditions Applicable

These Conditions shall apply to and govern all contracts for the sale of goods entered into by the Company. All conditions of the Customer or other terms and conditions whether communicated before or after these Conditions are excluded unless expressly accepted by the Company in writing, and these Conditions shall be deemed to be incorporated in any quotation received from the Company, and the Customer's own conditions shall not be regarded as a counter offer.

2 Representations

Except as expressly stated in writing, the Company makes no representation as to the fitness of purpose or suitability of any goods sold for any purposes whatsoever. The Customer acknowledges that neither the Company nor its employees have any professional or medical qualifications to advise as to fitness for purpose or suitability. The Customer acknowledges that no representations have been made by the Company other than those incorporated in the Company's catalogue, quotation and these Conditions and that goods have been selected and ordered by the Customer using his own skill and judgement.

3 Quotations

3.1 A quotation by the Company shall not constitute an offer and there shall be no binding contract until the Company has accepted the order by fulfilling the order. A quotation shall be valid only for the period stated, and if no period is stated, for 30 days from the date of the quotation.
3.2 The Company reserves the right to alter any specification or any goods and to withdraw the availability of any goods without notification.
3.3 Unless otherwise specifically stated, all prices quoted by the Company are exclusive of Value Added Tax, which shall be due at the rate in force on the date of the Company's invoice to the Customer, but inclusive of packing and carriage charges within mainland UK. Additional carriage charges will be levied on certain bulky items delivered in Scotland and Offshore Islands.

4 Overseas Sales

Customers are requested to contact our Export Team to discuss suitable and acceptable methods of payment.

5 Delivery

5.1 Every effort is made by the Company to deliver within 21 to 28 days of order; however, any delivery dates and times specified by the Company are approximate only. Time for delivery is not and shall not be deemed to be of the essence of the contract. The Customer shall make all arrangements necessary to take delivery of goods whenever they are tendered for delivery.
5.2 No liability is accepted for any loss or damage arising from delays in delivery.

6 Cancellation and Variation

No cancellation, suspension or variation by the Customer of any order submitted to the Company shall be valid unless agreed by the Company in writing. The Company reserves the right to levy a cancellation or amendment charge as a condition of their agreement.

7 The Price and Payment

7.1 All published prices exclude VAT
7.2 The price to be paid by the Customer shall be the sum(s) shown by the Company's invoice(s). This shall be based on the sum quoted to the Customer, but in any event the Company reserves the right to amend the price of goods at any time without notice.
7.3 For account customers, payment of the price and VAT shall be due within 30 days of the date of the Company's invoice unless a different time for payment is specifically agreed between the parties in writing. Time for payment shall be of the essence and payment must be made without set-off or credit.
7.4 Customers without credit accounts are required to tender full payment with their order for goods. Payments are accepted by cheque, postal order, Visa or Mastercard or debit card.
7.5 An administration charge of 5.00 plus VAT is payable on all orders with a value under 100.00.
7.6 If the Customer is in default in paying any sum as and when it becomes due, the Company shall have the right to suspend all further deliveries until the default is made good and/or to cancel the contract so far as any goods remain to be delivered thereunder.
7.7 In the event that the Customer fails to pay any monies by the due date, all monies payable by the Customer shall become immediately due and payable. The Company shall be entitled to charge interest on outstanding monies both before and after Judgment from the due date to the date of actual payment at the rate of 4% per annum over the base rate of Barclays Bank from time to time. Where the circumstances of the parties are such that the Late Payment of Commercial Debts Act 1998 is applicable, the Company may choose to charge interest at the maximum rate permissible under that Act. The customer shall also indemnify the Company against expenditure on all costs of recovery including without limitation legal fees, costs and disbursements reasonably incurred. Any banking charges

incurred by the Company in respect of dishonoured cheques will be payable by the Customer.

8 Title and Risk

8.1 The risk in goods sold to the Customer shall pass to the Customer upon tender for delivery.
8.2 Title in the goods or any part thereof shall only pass to the Customer when payment in full for all goods whatsoever supplied by the Company has been made.

9 Restriction of Liability

9.1 All goods must be checked by the Customer at the time of delivery as signature of a consignment note without endorsement may constitute acceptance. If goods are not checked by the Customer upon receipt then the Customer must endorse the courier's consignment note as "unexamined".
9.2 In the event that the customer is not satisfied with the goods, but the goods are not defective within the meaning of the Sale of Goods Act 1979 (as amended), the Company reserves the right to refuse the return of the goods in their absolute discretion.
9.3 If goods are accepted for return, acceptance is subject to the customer accepting and pursuing the following procedure and conditions:
(a) The customer must telephone the Company's Customer Service Team on 0844 375 9000 to advise the reason for their dissatisfaction;
(b) No later than 7 days from the date of delivery, the intention to seek a return of the goods must be confirmed in writing to the Company;
(c) The Company will provide a Returns Note which must be used to accompany the goods;
(d) Goods must be returned in their original condition and packaging and must be accompanied by a copy of the original invoice.
(e) The Company reserves the right to raise a reasonable restocking or recycling charge.
(f) Under no circumstances will goods be accepted for return if they are damaged, subject to improper handling or abuse, have been partly opened or used or the seals and labels have been removed or tampered with.
(g) The Company accepts no responsibility for goods lost or damaged during transit.
9.4 In the event that an item is defective within the meaning of the Sale of Goods Act 1979 (as amended) the Company reserves the right to replace or repair the goods as an alternative to refunding the price, at its absolute discretion.
9.5 The Company shall not in any event be liable for indirect or consequential loss or damage, being loss or damage which does not directly and naturally flow from the supply or goods or materials, including without limitation loss of profits, of use, overhead costs, collateral damage or of contracts arising out of the supply or failure of supply of goods or services by the Company (other than liability for death or personal injury resulting from the negligence of the Company) and whether arising from breach of contract, negligence or for any other liability howsoever arising, whether by statute or otherwise.
9.6 In all other cases (being cases of direct and natural losses or damage) it is specifically provided and agreed that the compensation and damages payable under any claim or claims arising out of the contract between the parties under whatsoever pretext shall not under any circumstances amount in aggregate to more than the contract price of the goods forming the subject of the claim or claims.
9.7 No liability for such direct losses or damage shall attach to the Company unless details of such losses are notified to the Company in writing within 3 days of the date of delivery of the goods, or the date of the event giving rise to such loss if it is not apparent upon the date of delivery. In cases of alleged non-delivery, it is a condition of acceptance of any claim that claims are notified to the Company within 30 days of the anticipated delivery date so that appropriate action can be pursued by the Company.
9.8 For the avoidance of doubt, nothing in this agreement shall confer on any third party any benefit or the right to enforce any term of this agreement.

10 Force Majeure

If the Company is hindered or prevented from fulfilling any contractual obligation due to any cause beyond their reasonable control or by their inability to produce any goods, the Company may at its absolute discretion delay the performance of or cancel the whole or any part of the contract without incurring any liability whatsoever.

11 Applicable Law

These Terms and Conditions and the rights and obligations of the parties to the contract shall be governed, interpreted and construed solely in accordance with the Laws of England.

Daray Limited

Registered office:
1 Reddicap Trading Estate
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