

Terms and Conditions

"Supplier" means Southwest Medical Limited.

"Customer" means the party shown on the invoice.

"Equipment" means the equipment shown on the invoice.

"Price" means the amount shown on the invoice.

Where this invoice relates to the sale or supply of Equipment then:

- The Supplier shall sell the Equipment to the Customer for the Price shown on the invoice and title to the Equipment shall only pass to the Customer on payment of the full Price in cleared funds.
- Unless the Supplier agrees to arrange delivery the Customer shall remove and transport the Equipment at its own expense and risk.
- If the invoice states that the Equipment is sold "Without Warranty", then the following terms shall apply:
 - The Equipment is sold on an "As is, Where is" basis and the Supplier disclaims any and all warranties express or implied, including but not limited to implied warranties of merchantability and/or fitness for a particular purpose, to the fullest extent permitted by law. The Customer undertakes that before using the Equipment or selling it on or allowing any person to use it, the Customer will satisfy itself that the Equipment is fit for purpose. The Customer indemnifies and shall keep the Supplier indemnified against any and all claims, losses, costs, damages or expenses incurred by the Supplier directly or indirectly as a result of the use, sale or leasing of the Equipment or otherwise.
- If the invoice states that the Equipment is sold "With Warranty" then the following terms shall apply:
 - For Pre-owned or Ex-Demonstration Equipment, unless stated otherwise, the Supplier will warrant the Equipment for a period of three calendar months from the date that the Customer receives the Equipment.
 - For New Equipment the Customer will be entitled to the benefit of such warranty as issued by the original equipment manufacturer.
- For equipment sold "With warranty" and subject to the Supplier being satisfied that any claimed defect or fault developed under normal and proper use then it shall at its option, repair such defect, replace such defective Equipment or refund the Price subject to the following conditions:
 - The Customer should inspect all equipment upon receipt and must advise the Supplier within two days of receipt of any damage arising during transport.
 - Where it is practical to do so, any Equipment claimed to be defective must be returned by the Customer to the Supplier with transportation charges paid. Any defect discovered will be repaired or replaced at the Supplier's discretion and the Equipment returned to the Customer with all transportation charges paid. If the Equipment is found not to be defective or if the defect is found not to have developed under normal and proper use, it will be returned with transportation charges payable by the Customer;
 - The Supplier shall not in any event be liable to repair Equipment after the expiry of its normal working life as determined by the Supplier;
 - The Customer shall give written notice of the defect to the Supplier within seven days of the time when the Customer discovers or ought to have discovered the defect;
 - The Supplier may refuse any claim if installation, commissioning, repair or modification is made to the Equipment other than by the Supplier's own personnel or authorised representative;
 - Save as expressly provided herein all warranties, conditions and other terms implied by statute or common law or otherwise are, to the fullest extent permitted by law, excluded from the Contract save that nothing in these Conditions excludes or limits liability for fraud or for death or personal injury caused by negligence.
- If the Customer takes delivery of the Equipment prior to acquiring title it will keep the Equipment in good working condition at address as the Supplier may approve. It will not sell or purport to sell, assign, lease, transfer, mortgage, charge, part with possession of or otherwise deal with or dispose of the Equipment or any interest therein. It will allow the Supplier to inspect the Equipment and will give the Supplier access for such purpose to any premises in which the Equipment may be situated and at its own cost effect and maintain with a reputable insurer insurance for not less than an amount equal to the Price covering the Equipment against all risks and produce evidence of such insurance to the Supplier upon request.
- The Customer agrees to indemnify and hold harmless the Supplier from and against all losses, claims (including claims by the Customer or any employee, servant or agent of the Customer, any third party or their respective dependents), costs, demands, taxes, fines, penalties, proceedings and expenses incurred by the Supplier arising out of or in connection with the collection, delivery, ownership, use, operation, maintenance, repair, insurance, repossession, storage or sale of the Equipment or any products or services which incorporate the Equipment.
- The Customer shall ensure that any contract by which the Customer agrees to sell the Equipment shall contain a warranty by the purchaser to the effect that the Equipment will only be operated by persons who have been adequately trained in its use and have all of the qualifications required by law or regulations for the operation of such Equipment.
- The Customer undertakes that the Equipment shall only be operated by persons who have been adequately trained in its use and have all of the qualifications required by law or regulations for the operation of the Equipment and that it shall use all of the reasonable skill and care to be expected of a person appropriately qualified and experienced in the use of the Equipment when it uses, maintains and permits its employees, servants or agents, or any other third party to use or maintain the Equipment. If the Equipment is being supplied for use at work the Customer undertakes to take such steps as are necessary to ensure, so far as is reasonably practicable, that the Equipment shall be safe and without risk to health when properly used.

Where this invoice relates to the servicing or repair of equipment then:

- Unless otherwise stated work is guaranteed for ninety days from the date of completion.
- Any new parts or consumables used in the repair are supplied with the original manufacturer's warranty. Any used parts or consumables used in the repair are supplied with a thirty day warranty.
- All parts or consumables used remain the property of the Supplier until payment has been received in full.
- In the event of a claim being made in relation to a repair then the Customer shall give written notice of the fault within seven days of the date when the Customer discovers or ought to have discovered the fault. Subject to the Supplier being satisfied that the fault developed under normal and proper use then it shall at its option, repair such fault or refund that element of the Price that relates to fault.

The following terms apply to all invoices:

- Payment is due strictly in accordance with the payment terms shown on invoice and the Supplier reserves the right to charge interest on any outstanding amount calculated on a daily basis and compounded daily from the due date until payment at the rate of 7%.
- The construction, validity and performance of this sale shall be governed by English Law and the parties submit to the exclusive jurisdiction of the English Courts.
- Neither party limits or excludes its liability under this sale in respect of fraud or of death or personal injury caused by negligence. Subject to this: a) Supplier's liability whether in contract, tort (including negligence) or otherwise howsoever under or in relation to the sale shall not under any circumstances exceed the Price paid by Customer to Supplier under this sale; and b) Supplier shall not be liable to Customer for any losses, damage, liability or expenses whatever whether caused by or arising out of any breach of contract, negligence or otherwise, save to the extent specifically set out in this agreement.
- A person who is not a party to this agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this sale.
- The terms and condition of this agreement are confidential and shall not be disclosed except as necessary to the performance of this sale or as required by law.