

#### Conditions of Sale

##### 1. General Terms and Conditions

a) These Terms and Conditions shall govern any sale of goods by Benmor Medical (UK) Limited (hereinafter called "the Company") to the exclusion of any other Terms and Conditions including printed terms proposed by the purchaser in any of its documents.

b) Neither the Company nor the purchaser shall be bound by any variation, waiver of, or addition to these conditions except as agreed by both parties in writing by authorised signatories.

##### 2. Orders

a) Where contracts for delivery of stated quantities of goods are made by instalments over a defined period and contracts whereby the purchaser may call for delivery from time to time of such goods as may be required up to an agreed quantity, it shall be a condition that the total quantities specified shall be accepted by the purchaser within twelve months of the date agreed for the commencement of the arrangement or, if a defined period has been agreed for such an arrangement, before the end of that period.

b) Each delivery and instalment shall be separately paid for at the price relating to the total quantity specified in the contract but should a purchaser fail to call for the full quantity of goods covered by the agreement within the defined period, a surcharge will be made by the Company to reflect the reduction in quantity discount appropriate to the volume of goods actually delivered.

c) All orders shall be accepted at the discretion of the Company which shall be free to determine such minimum and maximum order quantities as it deems fit. Orders below the minimum amount specified by the Company from time to time may be accepted upon payment of a surcharge.

##### 3. Liability

a) No liability whatsoever shall be incurred by the Company in respect of any representation of any kind made by the Company or its agents to the purchaser or its agents before the contract was made.

b) The liability of the Company in respect of any breach of any express terms or terms implied by statute or common law or any negligence shall be limited to the price of the goods supplied and shall not extend to direct or indirect loss of profit or any consequential losses except where personal injury or death has been caused to any party as a result of any such breach or negligence.

##### 4. Price

a) In the case of the sale or supply of goods, prices are quoted ex works.

b) Unless otherwise agreed, packaging and delivery are not included in prices quoted by the Company and shall be quoted and charged as separate items.

c) Value Added Tax (or any other similar government taxes imposed from time to time) will also be charged according to law.

##### 5. Payment

a) Payment is due in full within 30 days of the date of the invoice.

b) If payment of the price or any part thereof is not made by the due date, the Company shall be entitled to charge interest on the outstanding amount at the rate of 5% per annum above the base rate of National Westminster Bank plc accruing on a daily basis.

c) Where payment has not been made by the due date, there will be a requirement of payment in advance of delivery of undelivered goods, and to

d) May refuse to make delivery of any undelivered goods whether ordered under the contract or not and without incurring any liability, and to

e) Terminate the contract without prejudice to the right of the Company to pursue a claim for all outstanding sums notwithstanding that pursuant to clause 9 hereof, property in the goods has not passed to the purchaser.

f) Notwithstanding and without prejudice to these provisions the company reserves the right to require payment of the full price or a deposit with order.

##### 6. Property

a) Until all debts due from the purchaser to the Company have been paid, the property and title of goods shall not pass to the purchaser notwithstanding delivery thereof. Pending payment of all such debts, the goods should be stored by the purchaser in such a way that they are identifiable as those of the Company. Should the purchaser dispose of the goods before property has so passed, the proceeds realised shall if requested by the Company be held in a separate bank account in trust for the Company until all debts due to it by the purchaser have been paid.

b) The Company shall have the right at all times to enter upon any premises where goods have been stored or located by the purchaser to inspect or repossess goods.

##### 7. Delivery

a) A special charge may be made to cover the additional cost of delivery if a delivery is required by any means other than the Company's normal distribution arrangements or to a third party other than the purchaser.

b) Time of delivery will not be of the essence of the contract. Failure to deliver by a quoted or specified time shall not be a ground for cancellation or refusal to take delivery or entitle the purchaser to any claim by reason of such failure but if delivery shall be delayed by more than six months by any cause, the Company may cancel the contract for sale in so far as it relates to the goods affected by such delay.

c) Each delivery represented by the Company's invoice shall be deemed to be a separate and distinct contract subject to these conditions.

d) Where goods are delivered by carrier, and the carrier requires a delivery note to be signed by the purchaser, the delivery note must in all cases be clearly marked to the effect that the goods are unchecked. The goods must be checked by the purchaser immediately and claims for damage in transit, or believed damage in transit will only be accepted if notified to the Company within 24 hours of delivery.

e) Any claims or complaints as to defect or short delivery, in circumstances other than those referred to in clause 8d must be made to the Company within 48 hours of receipt by the purchaser of the goods.

f) The Company will not accept returns of goods unless they are in perfect condition. Goods correctly supplied may not be returned without the Company's prior agreement. Should the Company agree to accept returns a handling charge will be made based upon the full list price without discounts. For goods returned within three months of supply, a handling charge of 35% of the list price will be applied and for goods returned after three months of delivery a handling charge of 50% of the list price will be applied.

##### 8. Warranty

The Company will at its own cost and option repair, replace or refund the price of any goods or services which in the Company's sole judgement are not in accordance with the contract as a result of defects in workmanship or materials wholly attributable to the Company and subject to the following provisions: (a) written notice of the alleged defect must be sent to the Company by the Purchaser within the warranty period, (b) alleged defects which arise as a result of improper use and maintenance or defects to goods repaired or modified other than by the Company or where serial numbers or identification marks have been removed or defaced will not be the liability of the Company, (c) the Purchaser will if the Company so requests return the allegedly defective goods to the Company's works at the Purchaser's cost and expense, and (d) unless otherwise stated by the Company in writing the warranty period is twelve months from installation

##### 9. Variation

The Company gives no guarantee that fabrics used on goods ordered will be an exact match to samples shown to the purchaser, and reserves the right to use the nearest equivalent.

##### 10. Samples

Notwithstanding that a sample of the goods has been exhibited to and inspected by the purchaser, it is hereby declared that such a sample was so exhibited and inspected solely to enable the purchaser to judge for himself the quality of the bulk, and not so as to constitute a sale by sample.

##### 11. Account set off

There shall be no right of set off between debts arising between the Company and the purchaser.

##### 12. Assignment of goods

No contract may be assigned between the Company and the purchaser.

##### 13. Risk

Unless mutually agreed beforehand, the risk in goods supplied by the Company shall pass upon delivery by the Company's carrier to the delivery address nominated by the purchaser.

##### 14. Force Majeure

If delivery is delayed by fire, accidents, defective materials, delays in receipt of raw materials, bought-in goods or components, or any other cause beyond the reasonable control of the seller or by strikes, lockouts or other industrial action, the terms of clause 7b shall not apply and a reasonable extension of time for delivery shall be granted. If delivery is delayed by more than six months by any such cause, the Company may cancel the contract insofar as it relates to the goods affected by such delay.

##### 15. Intellectual Property

The Company gives no indemnity in respect of any actual or alleged infringements of trademarks, patents, trade names, registered designs or any other intellectual property right relating to the goods it supplies.

##### 16. Law

These terms and conditions shall be governed by English Law. The contract shall be deemed to have been made in England and the parties to the contract hereby submit to the jurisdiction of the English Courts.