

# Chanterio Biomed Limited

## Terms & Conditions

### 1. Conditions

All goods are sold subject to the following conditions which apply to the exclusion of any conditions of order or purchase of the customer or any other standards, specifications or particulars of or adopted by the customer. No amendment, alteration or attempt to override these conditions shall be binding on Chanter Biomed Limited unless confirmed in writing by a director of the company.

### 2. Price

The price for goods sold shall be the ruling price (less any agreed discount) in force on the date when the goods are despatched to the customer. All prices are exclusive of VAT.

### 3. Delivery

Delivery dates are approximate only and delivery will be arranged as soon as practicable. Orders will remain valid and binding notwithstanding delay in delivery. The company will not be liable for any delay in delivery failure to deliver consequential or other loss due to any cause beyond the company's reasonable control.

### 4. Payment

Subject to credit being approved and unless otherwise expressly agreed accounts are due for payment not later than the end of the month following the month of despatch, otherwise payment must be received by the company before delivery. Where deliveries are spread over a period each consignment will be invoiced as despatched and each month's invoices will be treated as a separate account and payable accordingly. The company accepts various payment methods including back transfer, bacs, credit card, cheques, however on non account transactions payment must be complete before goods are shipped and cheque clearance can take up to ten working days.

Failure to pay for any goods or for any delivery or instalment shall entitle the company to suspend further deliveries on the same order and on any other order from the customer without prejudice any other rights the company may have. The company reserves the right to charge interest on overdue accounts at a reasonable rate. The company also reserves the right in the case of failure to pay for any goods or any delivery or instalment as aforesaid to suspend delivery of any order or any part or instalment without liability until payment or satisfactory security for payment has been provided.

### 5. Risk and title.

- a) The risk in all goods shall pass to the customer

- (i) When goods are despatched from the company's premises or
- (ii) If the goods are appropriated to the customer but kept at the company's premises at the request of the customer.
- b) Notwithstanding subclause a. above legal and equitable ownership of goods shall remain with the company until payment of all sums due to the company from the customer on any accounts whatsoever have been received in full.
- (i) At any time prior to full payment (whether of not payment is then overdue) the company may (without prejudice to any of its other rights) retake possession of the goods or any part thereof and may enter on the customer's premises by its employees or agents for that purpose.
- (ii) Pending full payment for the goods the customer shall be a bailee of the goods on behalf of the company and shall store the goods in such a way that they are separately identifiable, nevertheless prior to the time of full payment the customer is entitled to use the goods in the normal course of its business or to sell the goods to third parties. The company shall have the right to trace the proceeds of sale.
- (iii) The customer's right to use the goods or to resell them prior to full payment may be terminated forthwith by written notice given by the company to the customer and shall automatically terminate with or without such notice on the appointment of any receiver or liquidator of the company.
- (iv) Each subclause b i,ii,iii above shall be construed and receive effect as a separate clause and accordingly in the event of any of them being unenforceable according to its terms, the others shall remain in full force and effect.

### 6. Non standard items and cancellation.

The company reserves the right to levy a handling charge for supplying special goods not from its standard range. Cancellation of these goods will not be allowed and if the customer does not accept delivery the company will charge the customer as if the goods had been delivered. No order for standard items will be deemed to be cancelled unless written notification has been received by the company prior to despatch of the products, and in these circumstances a handling charge may be levied.

### 7. Returns

The company will charge a restocking charge if the customer returns goods after they have been delivered and within one month. After one month goods can only be returned if the company agrees and charges will apply.

### 8. Specification

The company reserves the right to alter the specification of any goods listed in its literature (without notice).

### 9. Telephone orders

To avoid duplication confirmation of telephone orders must be clearly marked 'Confirmation only' and the company will not accept liability for orders not so marked and duplicate orders will be charged accordingly.

### 10. Liability

The customer is responsible for ensuring the goods are suitable for the use to which the customers uses the goods. Chanter Biomed Limited shall not be responsible for any consequent loss or damages however arising.

### 11. Warranty : limit of responsibility

- i) The company warrants that goods will at the company's choice either be repaired or replaced, if they are found within a period of 6 months from delivery, ("the warranty period"), to be defective or not in accordance with the contract or any express description or representation given or made on the company's behalf. The company will require a reasonable period of time to carry out any repairs or replacements.
- ii) Any claim the customer may have under the foregoing express warranty or against the manufacturer or supplier as aforesaid or any claim under any condition or warranty implied by law or any other claim in respect of the goods or workmanship in relation thereto shall be limited to repair or replacement. The company shall not in any circumstances be liable for any damages, compensation, costs, expenses, losses or other liabilities whether direct or consequential and any other remedy which would otherwise be available in law hereby excluded to the extent that such exclusion is prohibited by any rule of the law.

### 12. Carriage

The goods are sold ex company's warehouse and all costs of carriage shipping and insurance shall be for the account of the customer. The carrier will be arranged by the company unless otherwise agreed.