

## Salus (U.K.) Ltd Terms and Conditions of Supply

### 1. Introduction

- 1.1. By using our website or by entering into any agreement with Salus (U.K.) Ltd (“Us”) you agree to be bound by these Terms.
- 1.2. These Terms are to be read in conjunction with our other terms and conditions that shall apply from time to time to your use of our site (“together the Terms”). These additional terms are available on our site or on request.

### 2. Interpretation

The following definitions and rules of interpretation apply in these Terms.

#### 2.1. Definitions:

**Agreement** shall mean any agreement whether express or implied between the Company and the Client that shall arise when the Company makes an Introduction.

**Business Day:** a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

**Contract:** the contract between the Company and the Customer for the sale and purchase of the Goods in accordance with these Conditions.

**Company** means Salus (U.K.) Limited, a company registered in England and Wales under company number 01554392 with its registered office at 2 Lea Green Business Park, St Helens, WA9 4TR.

**Customer:** the person or firm who purchases the Goods

**Goods:** the goods (or any part of them) set out in the Order.

**Order:** the Customer's order for the Goods.

**Terms:** these terms and Terms as amended from time to time in accordance with clause 8.5.

#### 2.2. Interpretation:

- 2.3. A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- 2.4. Any words following the terms **including, include, in particular, for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.0192

- 2.5. A reference to **writing** or **written** includes fax.
- 2.6. For the avoidance of doubt “we” shall mean the Company and “you” shall mean the Client.

### **3. Basis of contract**

- 3.1. These Terms apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 3.2. The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order are complete and accurate.
- 3.3. The Order shall only be deemed to be accepted when the Company issues a written acceptance of the Order, at which point the Contract shall come into existence.
- 3.4. A quotation for the Goods given by the Company shall not constitute an offer.

### **4. Supply of Goods**

- 4.1. The Goods are described on the Company’s website.
- 4.2. The Company reserves the right to amend the Goods. The images of the products on our website are for illustrative purposes only. Although we have made every effort to ensure the colours are accurately represented there may be minor variations and your product may vary slightly from those images.
- 4.3. If you wish to make a change to the product you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract in accordance with these Terms.

### **5. Delivery**

- 5.1. During the order process we will let you know when we will provide the products to you. We will deliver them to you as soon as reasonably possible. Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Company shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

- 5.2. The Company shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (“Delivery Location”).
- 5.3. Delivery is completed on the completion of unloading of the Goods at the Delivery Location.
- 5.4. The costs of delivery will be as notified to you before you place your order.
- 5.5. We are not responsible for delays outside our control. If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.
- 5.6. If the Company fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Company shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 5.7. If the Customer fails to take delivery of the Goods within three Business Days of the Company notifying the Customer that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or the Company's failure to comply with its obligations under the Contract:
  - (a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day after the day on which the Company notified the Customer that the Goods were ready; and
  - (b) the Company shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 5.8. If ten Business Days after the day on which the Company notified the Customer that the Goods were ready for delivery the Customer has not taken delivery of them, the Company may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.

## **6. Quality**

- 6.1. The Company warrants that on delivery the Goods shall:

- (a) conform in all material respects with their description
- (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979)

6.2. Subject to clause 6.3, if:

- (a) the Customer gives notice in writing to the Company within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 6.1;
- (b) the Company is given a reasonable opportunity of examining such Goods; and
- (c) the Customer (if asked to do so by the Company) returns such Goods to the Company's place of business at the Customer's cost,

the Company shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

6.3. The Company shall not be liable for the Goods' failure to comply with the warranty set out in clause 6.1 in any of the following events:

- (a) the Customer makes any further use of such Goods after giving notice in accordance with clause 6.2;
- (b) the defect arises because the Customer failed to follow the Company's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
- (c) the defect arises as a result of the Company following any drawing, design or Specification supplied by the Customer;
- (d) the Customer alters or repairs such Goods without the written consent of the Company;
- (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
- (f) the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

6.4. Except as provided in this clause 6, the Company shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 6.1.

6.5. The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

6.6. These Conditions shall apply to any repaired or replacement Goods supplied by the Company.

## **7. Title and risk**

- 7.1. The risk in the Goods shall pass to the Customer on completion of delivery.
- 7.2. Title to the Goods shall not pass to the Customer until the Company receives payment in full (in cash or cleared funds) for the Goods, in which case title to the Goods shall pass at the time of payment.

## **8. Price and payment**

- 8.1. The price of the Goods shall be the price set out in the Order, or, if no price is quoted, the price set out in the Company's published price list in force as at the date of delivery.

## **9. Limitation of liability**

**WARNING TO SUBSCRIBERS: you are strongly advised to read the drafting note commentary on this clause.**

- 9.1. Nothing in these Conditions shall limit or exclude the Company's liability for:
- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
  - (b) fraud or fraudulent misrepresentation;
  - (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979;
  - (d) defective products under the Consumer Protection Act 1987; or
  - (e) any matter in respect of which it would be unlawful for the Company to exclude or restrict liability.
- 9.2. Subject to clause 9.1:
- (a) the Company shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
  - (b) the Company's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Goods.

## 10. Your rights to end the contract

10.1. **You can always end your contract with us.** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

- (a) **If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back);
- (b) **If you want to end the contract because of something we have done or have told you we are going to do, see clause 10.2;**
- (c) **If you have just changed your mind about the product, see clause 10.3.** You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any goods;
- (d) **In all other cases (if we are not at fault and there is no right to change your mind), see clause Error! Reference source not found..**

10.2. **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:

- (a) we have told you about an upcoming change to the product or these terms which you do not agree to (see clause **Error! Reference source not found.**);
- (b) we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
- (c) there is a risk that supply of the products may be significantly delayed because of events outside our control;
- (d) you have a legal right to end the contract because of something we have done wrong.

10.3. **Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most products bought off-premises you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

10.4. **When you don't have the right to change your mind.** You do not have a right to change your mind in respect of:

- (a) products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them;

- (b) sealed audio or sealed video recordings or sealed computer software, once these products are unsealed after you receive them; and
  - (c) any products which become mixed inseparably with other items after their delivery.
- 10.5. You have 14 days after the day you (or someone you nominate) receives the goods, unless your goods are split into several deliveries over different days. In this case you have until 14 days after the day you (or someone you nominate) receives the last delivery to change your mind about the goods.

## **11. General**

### **11.1. Assignment and other dealings.**

- (a) The Company may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- (b) The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Company.

### **11.2. Entire agreement.**

- (a) This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- (b) Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

11.3. **Variation.** No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

11.4. **Waiver.** No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

- 11.5. **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- 11.6. **Notices.**
- (a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service.
  - (b) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
- 11.7. **Third party rights.** No one other than a party to this Contract shall have any right to enforce any of its terms.
- 11.8. **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.
- 11.9. **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.