

Helapet Limited

CONDITIONS OF SALE

1. DEFINITIONS

In these Conditions, the following expressions shall have the following meanings:

"the Company" HELAPET LIMITED, a company registered in England No.1787363. having its registered office at Cavell House, Knaves Beech Way, Loudwater, High Wycombe, Buckinghamshire, HP10 9QY. England and its principal place of business at Lister House, Blackburn Road, Houghton Regis, Bedfordshire, LU5 5BQ, England
Tel: +44(0)1582 501980
Fax:+44(0)1582 501981
VAT Registration No: 404036109

"the Purchaser" Any business or entity or individual acting in the course of his/her business, placing an order for goods from the Company.

"Order" An order placed upon the Company by a Purchaser through the facility offered.

2. GENERAL AND VARIATION

- 2.1 These terms and conditions shall govern any sale of goods by the Company to the exclusion of any other terms and conditions including printed or published terms proposed by the Purchaser in any of its documents or electronic transmissions.
- 2.2 Neither the Purchaser nor Company shall be bound by any variation, waiver of, or addition to, these conditions except as agreed by both parties in writing and signed on their behalf by a director or, in the case of the Purchaser, its authorised signatory.
- 2.3 No online order will be accepted until the Purchaser has indicated acceptance of these Conditions of Sale as instructed on the website.

3. 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.

4. STORAGE, RESALE AND EXPORT

Wholesalers and retailers should store the Company's goods in accordance with the instructions identified on the primary or secondary packaging and shall not resell or supply such goods for other than the recommended use as laid down in DoH regulations (if applicable) or after the expiry date, nor may they export goods from the United Kingdom or Republic of Ireland without the consent of the Company.

5. ORDER FULFILMENT AND ORDER QUANTITIES

- 5.1 All orders received by the Company are subject to availability and shall not be binding upon the Company until accepted by the Company either by post, facsimile or electronic mail.
- 5.2 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.

6. THE GOODS

Before placing an order for goods the Purchaser is deemed to have examined the product descriptions and information and satisfied itself that the goods are suitable for the Purchaser's purposes, the Company has the right to substitute goods in its catalogue or website, if no longer available, for goods of the same or better quality. If this is the case, the details will be given in the acceptance of Order, with an opportunity for the Purchaser to cancel the order without penalty within seven working days. The Company warrants only that the goods conform to the information published and not that they are fit for any particular purpose of which it is unaware.

7. LIABILITY

- 7.1 No liability whatsoever shall be incurred by the Company in respect of any representations of any kind made by the Company or its agents to the purchaser or its agents before the contract was made.
- 7.2 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 loss of profit or other consequential losses except where personal injury or death has been caused to any party as a result of any such breach or negligence.

8. PRICE

- 8.1 Unless otherwise stated all prices published by the Company exclude packaging, delivery and Value Added Tax (or any other similar Government taxes imposed from time to time) which will be charged according to law, and Import taxes imposed by the country of delivery which shall be for the account of the Purchaser.
- 8.2 Prices for packaging and delivery will be quoted on the Order acceptance.
- 8.3 Prices may be subject to change without notice.

9. PAYMENT

- 9.1 The Company at its discretion may carry out a credit check and may require payment prior to shipping of the goods.
- 9.2 Where credit facilities have been set up payment is due in full 30 days following the date of the invoice covering the supply of goods.
- 9.3 If payment of the price or any part thereof is not made by the due date, the Company shall be entitled:
 - (i) to charge interest on the outstanding amount at the rate of 4% per annum above the base rate of Barclays Bank plc accruing daily.
 - (ii) to require payment in advance of delivery of undelivered goods.
 - (iii) to refuse to make delivery of any undelivered goods whether ordered under the contract or not and without incurring any liability and
 - (iv) to terminate the contract without prejudice to the rights 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).

10. PROPERTY

- 10.1 Until all debts due from the Purchaser to the Company have been paid, property in 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.
- 10.2 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.

11. DELIVERY AND LATE DELIVERY

- 11.1 Time of delivery will not be of the essence of the contract unless expressly so stipulated in writing. 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 insofar as it relates to the goods affected by such delay.
- 11.2 Each delivery represented by the Company's invoice shall be deemed to be a separate and distinct contract subject to these conditions.

12. RISK

Save as otherwise agreed 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.

13. INSTALLMENT ORDERS

In the case of contracts for delivery of stated quantities of goods by installments 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. Each delivery and installment shall be separately paid for at the price relating to the total quantity specified in the contract, but should the Purchaser fail to call for the full quantity of goods covered by the agreement within the defined period a surcharge will be made.

14. SET OFF

There shall be a right of set off between debts arising between the Company and the Purchaser.

15. ASSIGNMENT

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

16. SHORT DELIVERY AND RETURNS

- 16.1 Any claims or complaints as to defect or short delivery must be made to the Company within 48 hours of receipt by the Purchaser of the goods.
- 16.2 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 of any sort. For goods returned within three months of supply a handling charge of 5% of the list price will be applied and for goods returned after three months of delivery a handling charge of 10% of the list price will be applied. A minimum handling charge of £20 will apply to any returns. Any goods returned must be in a saleable condition.

17. 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, lock-outs or other industrial action the terms of clause 9.3. 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.

18. INTELLECTUAL PROPERTY INFRINGEMENTS

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

19. PRIVACY STATEMENT

For information about data collection and privacy, please refer to our Data Protection Notice.

Ownership of Trademarks

The names of actual companies and products mentioned on this price list may be the trademarks of their respective owners including CiniMed (Holdings) Ltd, Alpha Protek Inc., Berner, Chemtronics, Dupont, EPS Inc., Magic Arch, Ultraviolet, Sempemed, Steri-dropper, Tyvek, Charcoal Cloth International, Daniels Healthcare, Viscot Industries, Moldex-Melvic, AG & Co.KG. and others.

MINIMUM ORDER VALUES

The following minimum order values apply:

Great Britain - £50.00
Northern Ireland - £100.00
Eire - £100.00
Europe - £250.00
Other - £500.00