

- 1. Interpretation**
- "Business Day":** a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.
- "Conditions":** these terms and conditions as amended from time to time in accordance with clause 9.4.
- "Contract":** the contract between the Supplier and the Customer for the sale and purchase of the Goods in accordance with these Conditions.
- "Customer":** the person purchasing the Goods from the Supplier.
- "Force Majeure Event":** something beyond a party's reasonable control.
- "Location"** the delivery location agreed in writing by the parties.
- "Goods":** the goods (or any part of them) set out in the Order.
- "Order"** the Customer's order for the Goods, set out in the Customer's written acceptance of the Supplier's quotation.
- "Specification":** the specification for the Goods agreed in writing by the Customer when accepting the Supplier's quotation.
- "Supplier":** ProtecX Medical Limited (registered in England & Wales with company number 04223007).
- 2. Basis**
- 2.1 These Conditions 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, and the Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.
- 2.2 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions, and the Contract shall come into existence only when the Supplier accepts the Order in writing.
- 2.3 The Customer warrants that the terms of the Order and of any applicable Specification it submits are complete and accurate.
- 2.4 Any samples, drawings, descriptive matter or advertising produced by the Supplier and any descriptions or illustrations contained in the Supplier's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract.
- 2.5 The Supplier's quotation shall only be valid for a period of 30 Business Days from its issue and shall not constitute an offer, and the Supplier may without notice amend the Specification (including in circumstances in which such amendment is required by any applicable statutory or regulatory requirements).
- 3. Delivery**
- 3.1 The Supplier shall deliver the Goods to the Location at any time after it notifies the Customer. The delivery time shall not be of the essence. The Supplier shall not be liable for any delay in delivery of the Goods caused by a Force Majeure Event or the Customer's failure to provide adequate delivery or supply instructions.
- 3.2 Delivery is deemed to be accepted when the Goods are unloaded at the Location.
- 3.3 The Customer shall make any requested packaging materials available for collection at such times as the Supplier may reasonably request in the delivery note.
- 3.4 Unless it notifies the Supplier of non-delivery within 14 days of the scheduled delivery date, the Customer shall be deemed to have accepted the Goods. Any liability for such non-delivery shall be limited to the costs and expenses incurred by the Customer in obtaining substitute goods in the cheapest market less the price of the Goods. The Supplier shall have no liability for failing 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 Supplier with adequate delivery or supply instructions.
- 3.5 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.
- 4. Quality**
- 4.1 The Goods shall conform in all material respects with the Specification on delivery.
- 4.2 The Customer must verify the integrity of radiation protection garments prior to first use, and use them only in accordance with their user guides and applicable laws.
- 4.3 Subject to clause 4.4, if (a) within 21 days of the delivery date the Customer telephones the Supplier and gives notice in writing to the Supplier that some or all of the Goods do not comply with the Specification; (b) the Supplier is given a reasonable opportunity of examining such Goods; and (c) the Customer (if the Supplier so requests) returns such Goods to the Supplier's place of business at the Supplier's cost, then the Supplier shall at its option repair or replace the defective Goods or refund the price of the defective Goods in full.
- 4.4 The Supplier shall not be liable for the Goods' failure to comply with the Specification if (a) the Customer makes any further use of such Goods after giving notice in accordance with clause 4.3; (b) the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, commissioning, installation, use or maintenance of the Goods or (if there are none) good trade practice; (c) the defect results from the Supplier following any drawing, design or Specification supplied by the Customer; (d) the Customer alters or repairs such Goods without the written consent of the Supplier; (or) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or (e) the Goods differ from the Specification as a result of changes made to ensure compliance with applicable statutory or regulatory requirements.
- 4.5 If the Customer receives notice that the Supplier wishes to recall any Goods, it shall return such Goods promptly to the Supplier. If the Customer is required by court order or other directive of a governmental or regulatory authority to withdraw any Goods from the market it shall immediately notify the Supplier in writing.
- 4.6 Except as provided in this clause 4, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the Specification.
- 4.7 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.
- 4.8 These Conditions shall apply to any repaired or replacement Goods.
- 5. Title & risk**
- 5.1 Risk in the Goods shall pass to the Customer on delivery.
- 5.2 Title to the Goods shall not pass to the Customer until the Supplier receives payment in full (in cash or cleared funds) for the Goods in respect of which payment has become due and for all other goods that the Supplier has supplied to the Customer, in which case title to the Goods shall pass at the time of payment of all such sums.
- 5.3 Until title to the Goods has passed to the Customer, the Customer shall: (a) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property; (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods; (c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery; (d) notify the Supplier immediately if it becomes subject to any of the events listed in clause 7.1; and (e) give the Supplier such information relating to the Goods as the Supplier may require from time to time.
- 5.4 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 7.1, then, without limiting any other right or remedy the Supplier may have, the Supplier may at any time require the Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product, and if the Customer fails to do so promptly, the Supplier may enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.
- 6. Price & payment**
- 6.1 The price shall be the price set out in the Order, or, if no price is quoted, the price set out in the Supplier's published price list in force as at the despatch date.
- 6.2 The Supplier may, by giving notice to the Customer at any time up to five Business Days before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods due to increases in taxes and/or duties.
- 6.3 In addition to the price of the Goods, the Customer shall pay the Supplier: (a) all value added tax or equivalent tax (VAT) on the Goods at the prevailing rate (subject to receipt of a valid VAT invoice); and (b) all invoices for the costs and charges of packaging, postage, insurance and carriage of the Goods.
- 6.4 The Supplier may invoice the Customer at any time on or after delivery.
- 6.5 Unless agreed in writing, the Customer shall within 30 Business Days of the invoice date pay into the bank account nominated in writing by the Supplier the invoiced amount in full and in cleared funds. Time for payment shall be of the essence.
- 6.6 If the Customer fails to make any payment by the due date, the Customer shall pay, in addition to the overdue amount, interest on the overdue amount at 4% per annum above the base rate of Lloyds Bank PLC. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount.
- 6.7 The Customer shall pay all amounts due in full without set-off, counterclaim, deduction or withholding (unless required by law).
- 7. Termination**
- 7.1 Without limiting its other rights or remedies, the Supplier may suspend provision of the Goods under this or any other contract with the Customer, or terminate this Contract with immediate effect by written notice, if the Customer fails to pay any amount due under such contract on the due payment date, or takes any step towards entering administration, provisional liquidation or any composition or arrangement with its creditors (except a solvent restructuring), being wound up (whether voluntarily or by court order, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or any analogous procedure in another jurisdiction.
- 7.2 On termination of the Contract the Customer shall immediately pay the Supplier all outstanding unpaid invoices and interest.
- 8. LIMITATION OF LIABILITY**
- 8.1 Nothing in these Conditions shall limit or exclude the Supplier'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; or (d) defective products under the Consumer Protection Act 1987; or (e) any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.
- 8.2 Subject to clause 8.1: (a) the Supplier 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. The Supplier'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 total price of the Goods.
- 9. General**
- 9.1 The Supplier shall not be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from a Force Majeure Event. If the period of delay or non-performance continues for 6 months, the Customer may terminate this Contract by giving 2 weeks' written notice to the affected party.
- 9.2 The Supplier, but not the Customer, may assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any Contract right or obligation without the other's prior written consent.
- 9.3 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. Neither party shall have any claim for innocent or negligent misrepresentation based on any statement in this agreement.
- 9.4 No variation of this Contract shall be effective unless it is in writing and signed by the parties' authorised representatives.
- 9.5 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.
- 9.6 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 modification is not possible, the relevant provision or part 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.
- 9.7 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, commercial courier, or by fax or email.
- 9.8 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 9.7; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am GMT on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or email, one Business Day after transmission.
- 9.9 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
- 9.10 No one other than a party to this Contract and their permitted assignees shall have any right to enforce any of its terms.
- 9.11 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.
- 9.12 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.