

Dermapure Ltd. Terms and Conditions of Sale

1. Definitions

In these Terms and Conditions “Dermapure” means Dermapure Ltd. “Customer” means the person, firm, institution or company to whom the document is addressed. The “order” means the order placed by the Customer on Dermapure for the supply of Goods, services or equipment to be supplied to the Customer by Dermapure under contract in which these terms and conditions are incorporated.

2. Basis for Sale

No terms and conditions other than our Terms and conditions shall be binding on Dermapure unless expressly agreed in writing. No contract exists until Dermapure has issued a written acceptance of a Customer order. No amendment, variation or addition to the Contract is binding unless accepted by Dermapure in writing. Dermapure employees or agents are not authorised to make any representations concerning the Goods unless confirmed by Dermapure in writing.

3. Quotations and Specifications

Quotations are valid for 30 days unless otherwise stated. Quotations are for information only and may be subject to change.

All drawings, photographs, illustrations, performance data, dimensions, weights and other technical information and particulars are given by Dermapure in the belief that they are accurate, but they are not to be treated as binding or forming part of the Contract. At any time without notice, Dermapure reserves the right to make any changes in the design or specification of Goods which are required to conform with any applicable safety or other statutory requirements, or which do not materially affect the quality of performance.

4. Price

Quotations and offers are open for acceptance within 30 days of date thereof, and are subject to written confirmation of acceptance. The price shall be the Dermapure quoted price. The Customer shall be liable to pay all charges for transport, packaging and insurance, unless otherwise agreed in writing. The price is exclusive of VAT that is due at the rate ruling on the date of the Dermapure invoice. Dermapure reserves the right to withdraw any quotation or offer either verbally or in writing and no liability whatsoever shall be incurred by such withdrawal.

5. Orders

Orders submitted by the Customer are only accepted if confirmed in writing by Dermapure. The Customer cannot cancel orders accepted by Dermapure except with the agreement in writing from Dermapure and on terms that indemnify Dermapure in full against all losses including the cost of all labour, materials used, damages & charges incurred by Dermapure as a result of cancellation.

6. Limits of Contract

The contract comprises the supply of goods and services as specified therein. Any variation to the limits of the contract can only be effected upon Customer’s written instructions and written acceptance by Dermapure to the revisions, contract price and delivery date.

7. Cancellations.

Cancellations of an order can only be made with the consent of Dermapure and on terms, which indemnify Dermapure against all loss arising from such cancellation. Deposits paid are non-refundable in the event of order cancellation. Dermapure will not accept return of goods for credit unless authorisation has been obtained in writing from Dermapure prior to the return of goods.

8. Payment

The time of payment shall be the essence of contract.

All goods, including consumables, will be invoiced on despatch and payment is due within 15 days of the invoice date, unless otherwise agreed in writing by Dermapure. In case where goods are despatched in part shipment, payment for each shipment shall be made within 15 days of the invoice date. Dermapure reserves the right to require payment before delivery.

Should payment be not made by the due date, Dermapure may, without any prejudice to any other rights, charge interest at an annual rate of 5% above the Bank of England minimum lending rate, calculated on a day to day basis on the balance outstanding from its due date, until the payment in full is made.

In circumstances where extended payment terms are agreed, Dermapure may, without any prejudice to any other rights, charge interest at an annual rate of 5% above the Bank of England minimum lending rate, calculated on a day to day basis on the balance outstanding from its due date, until the payment in full is made.

9. Delivery

Delivery dates are approximate and orders will remain valid notwithstanding delay in delivery. Dermapure will not be liable for any loss due to any cause beyond their reasonable control.

10. Risk and Retention of Title

The risk of loss and damage to the Goods shall pass onto the Customer immediately upon delivery. Goods supplied under the Contract shall remain Dermapure’s absolute legal property until paid in full by the

Customer or until the Goods are re-sold by the Customer in the ordinary course of business and until such time the Customer shall be the bailee thereof and shall store the Goods separately so as to be identifiable as Dermapure property.

11. Insolvency and Default

In the event of the Customer becoming (or appearing to Dermapure to become) bankrupt, or going (or appearing to Dermapure to go) into liquidation, suspending payment of debts, or making any arrangements with creditors or failing to pay in accordance with these terms of the Contract or being in breach of any other term of the contract, Dermapure shall be entitled, without any prejudice to its other rights to

- Enter without notice the premises of the Customer and repossess any Goods, which are the property of Dermapure.
- Terminate the contract without liability.

12. Warranty and Liability

Unless otherwise stated, Dermapure warrants that the Goods will comply with their specification at the time of delivery and will be free from defects in material or workmanship under normal use and service for 12 months from date of despatch or 3 months from the date of despatch for repair orders. Dermapure will at its option, refurbish or replace any Goods which it determines to contain defective materials or workmanship, provided that:

- The defect was notified to Dermapure within a reasonable time after discovery.
- The defect was not caused by fair wear and tear, neglect, misuse or abuse.
- The Customer has used the Goods strictly in accordance with instructions issued by Dermapure.
- The Customer has allowed Dermapure reasonable opportunity to inspect the Goods, confirm that the Goods are defective.
- Goods are returned, transportation paid, to Dermapure or its appointed agent.

Dermapure will not be obliged to replace products that has been dismantled, abused, improperly used or damaged in any way by personnel not certified by Dermapure.

In no circumstances shall Dermapure liability to the Customer for the breach of this warranty exceed the total price paid for the Goods to which the claim is made.

No warranty is given on Professional Products.

13. Testing, Inspection & Certificates of Conformity

Any tests required by the Customer other than those normally carried out by Dermapure must previously be agreed in writing. Certificates of conformity can be provided for all finished products. Any additional certificates can be supplied upon request at an additional cost.

14. Import/Export Licences

The Contract is subject to the procurement by

- Customer, at Customer’s expense, of any import licence required for the import of the Goods into the country into which the Goods are to be despatched from United Kingdom.
- Dermapure, at Dermapure’s own expense, of any export licence required for the export of the Goods from United Kingdom, except when the order is placed from address inside United Kingdom, in which case the Customer is responsible for procurement of the export licence at Customer’s expense.

15. Patent Rights

So far as Dermapure is aware, the Goods do not infringe any existing patent, design or any industrial or intellectual property rights but no warranty expressed or implied is given in respect of such infringement.

16. Copyright

All technical data, reports, documents and information whatsoever which Dermapure submits to the Customer in connection with the Contract (and the copyright therein) shall remain the property of Dermapure and must not be copied or shown to a third party without written consent obtained in advance from Dermapure.

17. Severability

If any of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of other provisions of these conditions and the remainder of the provisions in question shall not be affected thereby.

18. Governing Law

The construction, validity and performance of the Contract shall be governed by English Law and the parties shall accept the jurisdiction of English courts.