

## Teleflex UK :TERMS AND CONDITIONS OF SALE

All orders are offered and accepted on the following terms.

### **1. Conditions**

- A. Any others terms or conditions of sale are hereby excluded.
- B. No variation cancellation waiver or agreement not to rely upon any of these conditions shall bind us unless in writing and signed by senior management.
- C. In the event of the customer's order form containing special printed conditions, the order for the goods quoted will only be accepted by us on the understanding that those conditions are not at variance with our own, or where there is any variance, that such conditions have been waived by the customer. In such a case, the customer's acceptance of delivery of the goods shall be deemed to establish his acceptance of our terms and conditions or otherwise to incorporate the same into the sale.

### **2. Prices**

All prices are unless otherwise specified "ex works" and are subject to alteration without notice. The right is reserved to invoice goods at prices ruling at the date of despatch. All prices shown are exclusive of VAT.

### **3. Quotations**

The right is reserved to correct any accidental errors or omissions. Subject thereto, all quotations (unless otherwise stated in writing) are valid for 28 days from the date thereof.

### **4. Cancellation**

Orders may not be cancelled without written notice from the customer and our written consent.

#### **A. Standing Orders**

Authorisation must be obtained before standing orders can be cancelled. No cancellation will be allowed for orders which are due for shipment within 3 months of request.

If special prices have been given for standing orders Teleflex Medical UK will charge customers the difference between the special price and list price for all previous and future shipment if the fill quantity is not taken.

#### **B. Call of Orders**

If special prices have been give for a call off order based on quantity and this quantity is not taken in the time specified, Teleflex Medical UK will charge customers the difference between the special price and list price.

### **5. Alterations**

Owing to improvements in design and possible changes in source of supply, which may be subject to change without notice we reserve the right to accept orders only to the extent of available stocks and product lines and to supply product to specification and design current at the date of despatch. Items offered ex-stock are subject to the goods being unsold at the date of receipt of the customer's orders.

### **6. Delay**

Every effort will be made of adhere to delivery dates but delay or failure to maintain a delivery date shall not entitle the customer to cancel any order or withhold any payment. In addition, we accept no responsibility for delays or prevention of delivery caused by natural phenomena, acts of any governmental authority, accidents and disruptions, strikes or other industrial disputes, transport difficulties, the lack of information or drawing from the customer or any other cause whatsoever not entirely under our control in the event of any such delay the time for delivery shall be extended by the period of delay for other causes, and we may place any of the goods ordered which are ready for delivery into storage and the customer shall pay all expenses incurred by us in connection therewith upon submission of invoices. We reserve the right to make deliveries by installment.

### **7. Carriage**

For orders of less than £150 a carriage based on weight will be incurred (£20 up to 5 kilos). Delivery will be within 3 working days. For orders requiring next day delivery a charge of £25 will be incurred. If a specific time is required or product required on the same day a charge will be incurred based on delivery method.

## **TERMS AND CONDITIONS OF SALE (cont.)**

### **8. Damage or Loss in Transit**

The goods shall be at the sole risk of the customer from the time that the same leave our premises or upon the expiration of the free period of storage whichever shall first occur. No responsibility is accepted for damage or breakage or loss in transit. We will at the request and expense of the customer endeavour to arrange on behalf of the customer for the carriage of the goods to any destination named by the customer provided that such carriage shall be at the sole risk of the customer and (if we so require), the customer shall pay to us in advance the cost of such carriage. We are prepared to provide every assistance to the customer making claims against independent carriers provided the following rules are complied with, time being of the essence.

- A. Both the carrier and ourselves are advised in writing within 3 days of receipt of goods of all damage and breakage.
- B. In the event of short delivery or non-delivery, both the carriers and ourselves are advised in writing within 14 days from date of invoice.

### **9. Insurance**

We are under no liability to take out any insurance unless instructed in writing and our "Goods" in Transit insurance is not a term of the sale. All cost of insurance for storage or against transit risks specific by order of the customer for a CIF contract otherwise shall be for the account of the customer. Our liability in respect of insured risks shall be limited to the amount received by us under such insurance from which a deduction may be made for the reasonable expenses.

### **10. Terms of Payment**

- A. Invoiced prices are strictly net for prompt monthly payment together with all charges without deduction or set off of any kind whatsoever and (without prejudice to any other of our rights) any overdue amount shall bear interest until payment at the rate of 3% above the Bank of England minimum leading rate for the time being in force. Either a remittance or two approved trade references (and a banker's reference) should accompany all orders from customers who have no previous account.
- B. Default etc of Customers

We shall be entitled to a general lien upon and to withhold delivery of the goods or any installment or part thereof even though such goods or some of them may have been paid for until all monies (whether liquidated or otherwise) due from the customer on any account whatsoever are paid during which time the goods shall be deemed to be available for delivery any may be placed into storage at the customer's expense. We may apply any money paid by the customer (notwithstanding that the same is purported to be paid in respect of any particular account) towards the settlement of any outstanding account of the customer whatsoever. If the customer defaults in payment of any amount due to us for fourteen days after the same falls due or if the customer commits any action of bankruptcy or (if a company) goes into liquidation or becomes subject to receivership the customer shall be deemed to have repudiated the contract. In this event without prejudice to any other right we may accept such repudiation without notice, retain or retake possession of any goods the property in which has not passed to the customer if necessary entering upon the customer's premises for this purpose, resell or dispose of any such goods on such terms we think fit (applying the net proceeds (if any) towards the settlement of any outstanding account whatsoever) and any sums previously paid by the customer in connection with any goods in which the property has not passed to him shall be forfeited to us and we shall be entitled to retain all such payments.

- C. Property

The property in the goods shall not pass to the customer and the customer shall keep the goods as our bailee and trustee (returning the same to us upon request) and shall keep the goods insured against all normal risks with our interest therein noted by the customer's insurers until the price of the goods shall have been wholly paid and until any others sums whatsoever which are due to us from the customer whether under this contract or howsoever otherwise shall have been paid in full without any reductions or deferment on account of any dispute or cross-claim whatsoever.

If the customer whether in an OEM sale or in a sales to the user of the goods:-

- a) manufactures another article or articles from the goods with or without the addition of other material and/OR
- b) mixes the goods in any way whatsoever with other material and/or

## **TERMS AND CONDITIONS OF SALE (cont.)**

- c) incorporates the goods into any other article as a component part the property in the products of such manufacture, mixing or incorporation (hereinafter referred to as "the Products" shall be transferred to us at the time of such manufacture, mixing or incorporation. The customer shall keep the Products as our bailee and trustee until the customer has paid to us any sums due to us whether under this contract or howsoever otherwise in full and without any reduction or deferment on account of any dispute or cross claim whatsoever.
- III. The customer shall be entitled to sell the goods or the Products to third parties in the normal course or his business and to deliver them to such third parties by the proceeds of every such sale whenever any sum whatsoever is due from the customer to us whether under this contract or howsoever otherwise shall belong to us and shall be held on trust for us and on such sale and/or delivery the customer in any case where the price of the goods sold has not been paid in full to us, is hereby deemed to assign to us absolutely (and we hereby accept such assignment of) the benefit of any claim which the customer has against any such third party arising from such sale and/or delivery.
- IV. In the event of the customer becoming insolvent and a Receiver or Liquidator being appointed, such Receiver or Liquidator shall pay into a separate bank account any sums received from third parties in respect of sales to them of goods or the Products by the customer, up to the amount of any indebtedness of the customer to us, for the sole benefit of ourselves.

### **11. Warranty**

No warranty is given or shall be implied that the goods are merchantable or are suitable in size, shape, capacity, colour, quality or otherwise for the purpose for which the goods are bought, save as specified below. Any description used shall be subject to reasonable variation. We are not held liable for any claims in connection with the goods whether in respect of delay, errors, defective packing or quality of unsuitability of the goods or the negligence of our employees or agents or any other cause for which we are responsible under these conditions unless the same is notified to us in writing within 7 days of delivery, time being of the essence. In no case shall our liability exceed the cost at our option of replacing any goods the subject of complain free of charge or of crediting the customer with the invoice value thereof and we are not further or otherwise to be liable in respect of any Toss or damage (consequential or otherwise) attribute thereto. In the event that the customer makes any claim for such loss against any of our employees or agents, it shall pay to us the amount (if any), recovered from such employee or agent and an amount equal to the legal costs (on a full indemnity basis) incurred by such employee or agent in defending or compromising the customer's claim. It is a condition of sale that the customer agrees to keep us indemnified at all times in respect of all actions proceedings claims and demands whatsoever which may be made by any third party against us for any loss or damage howsoever arising (including the prejudice to the generality of the foregoing loss or damage arising out of the negligence of our employees or agents) which may be caused by goods sold to the customer, and all costs and expenses incurred by us or agents) which may be caused by the goods sold the customer, and all costs and expenses incurred by us in connection herewith. The provisions of this condition are to be in substitution for and to the exclusion of all statutory, common law or other warranties and conditions express or implied, written or oral save to the extent that the conclusion is precluded by the Unfair Contract Terms Act 1977.

### **12. Returned Goods**

#### **A. Authorisation**

Written authorisation must be obtained from us before goods will be accepted for return. When return has been authorised, one copy of the authorisation form must accompany the goods. No goods will be accepted without the authorisation.

#### **B. Freight**

Freight must be pre-paid by the customer on all goods returned. in the case of defective goods supplied to the customer through the customer will receive credit for the cost of freight.

#### **C. Credit**

All credits will be inspected and credit in respect of goods which were not defective or supplied through our error will only be given if the goods are saleable and in complete packs. A service charge will be applied as follows to all such returns.

Returns within six months from invoice date: 25% of purchase price.

## **TERMS AND CONDITIONS OF SALE (cont.)**

No credit will be given if goods are outside their expiry dates.

### **13. Goods of our Manufacture**

Orders for goods manufactured by us shall be subject to the following further conditions.

#### **A. Specification**

##### **I. Customer's Drawings etc**

The customer shall be responsible for any inaccuracies in drawing or specifications supplied by him or by any third party on this behalf and for any defects in the design of the goods contained in such drawings or specifications.

The customer will indemnify us against any claims loss damage or expense suffered by us resulting from such inaccuracies or defects in designs whether or not the inaccuracies or defects in design are due to the customer's neglect or default.

##### **II. Patents**

We cannot accept responsibility if the goods are the subject of any Patent or Registered Design, and the placing of the order shall be considered as an undertaking by the customer to indemnify us against all proceeding costs claims royalties payments and demands that may be brought or made against us by reason of our carrying out or attempting to carry out of order.

We reserve the right to cease work of any order being carried out by us if it should come to our notice that the goods are the subject of any Patent or Registered Design, in which case the property in the work shall not pass to the customer (except at our discretion) and we shall be entitled to recover and be paid such sum for work done and materials supplied as shall be reasonable in the circumstances.

#### **B. Our Drawings etc**

All plans, drawings, designs, specifications and other written technical material prepared by us for use in the contract and the copyright therein shall remain our property and the customer shall not copy or disclose these to third parties without our prior written consent.

#### **C. Inspection and Special Test**

All goods are inspected before despatch and we will not accept responsibility for any damage or loss sustained in the event of the goods being submitted to any special test unless such tests were specified in the customer's order and we have accepted such tests in writing. Colours shall be subject to reasonable variation.

#### **D. Tools**

Any tools or special equipment necessary for the manufacture of any goods remain our property even though the customer has been charged with the cost or part cost thereof. The cost of tools which has been debited to the customer shall be paid net with the order or where specifically agreed on submission of samples. Unless otherwise agreed with the customer we may destroy all tools after a period of 2 years from the production of the goods.

### **14. Technical Information**

#### **Storage, Usage and Shelf Life**

The goods must be handled used and stored by the customer only in accordance with technical details shown in our catalogue and technical data which are available to the customer on request. The following information is supplied for the benefit of the customer without prejudice to the generality of the foregoing but shall not in any way affect or vitiate the obligations of the customer as bailee and trustee for us in his own right and the customer shall not seek to rely upon the supply of such information for the purpose of any claim, sell-off counterclaim, or recoupment against us. In particular:

##### **I. Shelf Life**

###### **A. Sterile products**

Sterile products incorporate use by dates on the product pack. The use by dates must be adhered to.

###### **B. Non-sterile products**

All goods manufactured from latex/rubber compounds have a recommended shelf life of five years from the date shown on the product pack and/or shelf carton providing the sterile packaging (where applicable) is undamaged.

**TERMS AND CONDITIONS OF SALE (cont.)**

- II. Any sterile goods should be discarded and destroyed if the product or packaging thereof is damaged or shows any sign of deterioration.
- III. Goods designed for single use must not be re-sterilised or reused.
- IV. Goods must be stored at a temperature between 4°C and 25°C and preferably below 15°C. Sources of heat in storage rooms i.e. Radiant type heat, should be so arranged that the temperature of no stored goods exceeds 25°C.
- V. No petroleum or oil based lubricants, oil based antiseptic phenols or their derivatives or other related organic products must be used with, or in relation to the goods.
- VI. Goods must be sterilised or re-sterilised only in accordance with the technical details shown in our catalogue which is available to customers on request. Sterile, single use items must not be re-sterilised.
- VII. Rubber goods should be protected from light: in particular direct and indirect sunlight and strong artificial light with an ultra violet content.

**15. Other manufacturers' goods**

Orders for goods of other manufacturers to be supplied by us shall be subject to such conditions imposed upon us whether by the manufacturers thereof or by the suppliers thereof to us as deal with matters of the kind covered by the preceding conditions. A copy of such conditions is available on request.

**16. Governing Law**

All orders shall be governed by English law and all disputes in connection with the same shall be submitted in the English Courts.

**17. Service of Notices etc**

Documents shall be deemed to have been properly served upon us if sent to our registered office or upon the customer if sent to his address last known to us.

**FCPA Compliance**

**By purchasing Seller's goods, Buyer agrees to comply with the terms and conditions of this invoice. Buyer agrees not to offer, pay, promise to pay, or directly or indirectly authorize the payment of any money or anything of value to a government official in order to influence any act or decision of the government official**