

HULBERT Dental ICT - Terms and Conditions of Trade (10/2010)

1 DEFINITIONS

"Company" means Alterior Ltd with trading style HULBERT Dental ICT.

"Buyer" means the person/company who buys or agrees to buy the Goods from the Company
"Goods" means the products or services the buyer agrees to purchase from the Company.

2 CONDITIONS APPLICABLE

These conditions shall apply to all contracts for the sale of Goods by the Company to the Buyer to the exclusion of all other terms and conditions including any terms or conditions which the Buyer may purport to apply under any purchase order, confirmation of order or similar document. Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Company.

3 PRICE

The Price shall be that quoted by the Company (which quote shall be valid for a period of 30 days unless otherwise stated). The Price is exclusive of VAT (unless otherwise stated), which shall be due at the rate ruling on the date of the Company's invoice.

4 ORDERS

4.1 The placing and accepting of an order is a binding undertaking on the Buyer to accept the Goods for payment in accordance with these Terms and Conditions of Sale.

4.2 For Orders placed through our Website, the Distance Selling Regulations may apply, allowing 7 days for return of unwanted purchases. This will be honoured providing goods are returned in accordance with our Returns Policy as detailed in 14.

4.3 Orders are accepted subject to availability.

4.4 We reserve the right to refuse any order for any reason.

5 DELIVERY

5.1 The Company shall use its best endeavours to complete delivery within the agreed time although, in the event of delay, the Company shall not accept any liability whatsoever for any indirect or consequential loss thus caused.

5.2 The Buyer or their agent will be required to sign for the goods on delivery.

6 PAYMENT

6.1 Unless otherwise agreed in writing, payment shall be completed in accordance with the terms agreed in writing at the confirmation of order. Time for payment shall be of the essence. Overdue payments may be subject to a penalty interest charge at the rate of 2.5% of the outstanding balance, per month or part thereof and shall accrue at such a rate after, as well as before, any judgement.

6.2 Notwithstanding the above, should an individual item of any contract remain defective at the time an invoice becomes due for settlement, the buyer may, by written agreement with the Company, withhold a reasonable amount, not in excess of the price attributed to that item, until such time as the defect is resolved, after which time penalty interest may be applied as per clause 6.1.

7 OWNERSHIP AND INSURANCE

7.1 The Goods shall be at the Buyer's risk as from delivery.

7.2 In spite of delivery having been made, property in the Goods shall not pass from the Company until:

- The Buyer shall have paid the price plus VAT in full
- No other sums whatsoever are due from the Buyer to the Company.

7.3 Until property in the Goods passes to the Buyer in accordance with clause 7.2, the Buyer shall hold the goods and each of item on a fiduciary basis as bailee for the Company. The Buyer shall store the Goods (at no cost to the Company) separately from all other goods in their possession and marked in such a way that they are clearly identified as the Company's property.

7.4 Until such time as property in the Goods passes from the Company, the Buyer shall upon request deliver up such of the goods to the Company, as have not ceased to be in existence

or been resold. If the Buyer fails to do so the Company may enter upon any premises owned, occupied or controlled by the Buyer where the Goods are situated and repossess the Goods.

8 INSTALLATION

8.1 Any installation of goods by the Company, cannot be undertaken until all preparation works by others, have been completed. This shall include all necessary services and fixings in the correct location ready for goods to be connected. When it is not practical to complete connection of services beforehand, the Buyer shall arrange for their contractor (eg: plumber or electrician) to be in attendance at the time of installation.

8.2 The Company will advise the Buyer of the detail of the preparation works that they or their contractor shall be required to provide. A pre-installation site visit may be made by the Company, where deemed necessary. One such visit shall be made without charge. Additional visits may be charged at the Company's prevailing hourly rate for travelling and time on site.

8.3 All preparation works provided by others, should comply to accepted standards and bylaws.

8.4 Should delays which are attributable to the Buyer or the Buyer's contractor, prevent the Company from completing its contract within the agreed work schedule, additional visits or extended time may be charged at the Company's prevailing hourly rate for travelling and time on site.

8.5 In the event of unforeseeable additional costs presenting themselves during the course of the Company's contract, the Company shall be entitled to notify the buyer in writing of such costs, which unless otherwise agree, shall be added to the price for settlement within the agreed payment terms.

9 CANCELLATION

9.1 Orders placed by the Buyer cannot be subject to subsequent cancellation in whole or in part without the written consent of the Company. Such consent will usually be given, subject to the condition that the Buyer shall reimburse the Company for any loss or expense occasioned by such cancellation, including for but not limited to:

- Costs for time in preparation for the transaction which shall be charged at the Company's prevailing hourly rate
- All delivery and dispatch costs incurred
- Any restocking charge or costs for storage incurred

9.2 Goods already received by the Buyer shall be invoiced at the agreed price and settlement terms, and credited only if they are returned to the Company within 7 days of receipt. Such returns shall be made in accordance with our Returns Policy as detailed in 14.

9.3 Where cancellation relates to a service contract for a given period of time, we shall require 6 months notice of intention to cancel, with payments due for that notice period, honoured. In the case of this contract having been discounted in respect of an extended period of cover, the balance between the discounted price and our normal price for the duration of contract already expired, shall also be charged.

10 DAMAGE

10.1 No claim for damaged Goods, shortages or non-delivery, will be accepted by the Company unless written notice of such damage or shortage is received by the Company within 7 days of receipt of the Goods by the Buyer, or within 7 days of the defect being discovered where the defect could not reasonably have been discovered earlier or (in the case of non-delivery) 14 days from the date on which the Goods could in the normal course of events have been expected to be received by the Buyer.

10.2 The Company shall only be responsible to the Buyer for any damage caused during the contract to any goods or premises, owned by the Buyer.

10.3 The Company shall not be liable to the Buyer for any indirect or consequential loss or damages (whether for loss of profit, loss of business, depletion of goodwill or otherwise),

cost, expenses or other claims for consequential compensation whatsoever, whether caused by the negligence of the company, its employees, agents or subcontractors, which arise out of or in connection with any contract with the Company.

10.4 The Company shall not be held responsible for damage caused by any aspect of its contract, to goods or existing property where such damage is caused by equipment found to have been installed in accordance with the manufacturer's specification.

11 CONFIDENTIALITY

Drawings and technical information provided by the Company are confidential. These remain the property of the Company and the Buyer shall not pass or communicate them to a third party without the written consent of the Company. In the event that such drawings or technical information are passed on for use by others, the Company reserves the right to raise a charge equivalent to the number of hours taken to prepare the drawings or information, chargeable at the prevailing hourly rate, to not less than the sum of £1000 + vat.

12 ARBITRATION

In the event of any dispute between the parties that dispute shall be settled by an independent arbitrator upon the application of either of the parties at the joint expense of the parties, whose decision shall be final and binding upon the parties.

13 WARRANTY

13.1 All conditions or warranties whether expressed or implied by statute or otherwise shall be construed subject to these conditions and in so far as they are inconsistent herewith shall be excluded.

13.2 The Company will apply the terms and conditions of any warranty issued by the manufacturer of the Goods or his agent. Where no such warranty exists then the Company warrants only that the Goods shall be reasonably free from defect in material or workmanship as at the date of supply and the Company will repair/replace as the Company deems appropriate, free of charge within one year (one month in the case of reconditioned or pre-owned products supplied), of the date of invoice. This warranty shall not apply to any defect caused by the action of the Buyer or the failure to comply with any instructions applicable to the Goods, or in respect of any alteration or modification of the Goods. All such repairs/replacements must be accepted by the buyer in full satisfaction of all remedies against the Company.

13.4 Warranties will only be honoured if all outstanding monies due to the Company, have been paid.

13.5 The Company will have the right to charge a fee when maintenance is required which does not fall within the conditions of the warranty, together with the cost of any components which may be deemed necessary to effect a repair.

14 RETURNS POLICY

14.1 Notwithstanding 4.2, goods will only be accepted for return if they are:

- Received at our trading address within seven days of delivery
- Un-used and as new
- In their original packaging

14.2 Costs for returning any goods, insurance in transit and responsibility for safe arrival including proof of delivery, remain with the sender. A returns fee may be applied, in accordance with 9.1 which will be deducted from any refund made.

15 PROPER LAW

All contracts are subject to the Laws of England and Wales

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