

# BOSHAM DENTAL LABORATORY LTD

## TERMS AND CONDITIONS OF SALE

These Conditions shall govern all Contracts between the Company and its customers. These Conditions shall exist in addition to any rights implied by law. Whilst the Company may from time to time agree reasonable modifications to these Conditions such agreement (which must be in writing) cannot be inferred from a course of behaviour.

### 1. Interpretation

- a) In these conditions:
- BUYER means either the person who orders Goods from the Company and which Order is accepted by the Company or the person who accepts a Quotation.
  - GOODS mean the Goods which the Company is to supply in accordance with these Conditions.
  - COMPANY means Bosham Dental Laboratory Ltd, a company registered in England & Wales with company number 098789 registered office 8 Broadbridge Business Centre, Dellington Lane, Bosham, Chichester, West Sussex, PO18 8NF trading as Bosham Dental Laboratory & Sussex & Hampshire Denture Clinic.
  - CONDITIONS mean these standard terms and conditions of supply and includes any special terms and conditions agreed in writing between the Buyer and the Company.
  - CONTRACT means the contract for the purchase and sale of the Goods.
  - ORDER means an order for goods placed by the Buyer on the Company's prescribed prescription form.
  - PRICE means the sum payable for the Goods pursuant to Clause 4.
  - QUOTATION means a Quotation for the supply of Goods issued by the Company to a prospective Buyer.

### 2. Basis of the Sale

- a) The Company shall sell and the Buyer shall purchase the Goods in accordance with any written Quotation which is accepted by the Buyer (Quotations remain opened for acceptance for 7 days after their date of issue) or any Order from the Buyer which is accepted by the Company in the form of a Company Prescription Form, subject in either case to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions.
- b) Orders received by the Company shall be deemed accepted unless the Company shall notify the Buyer (by telephone, or email as appropriate) to the contrary within 5 working days of actual receipt of the Order by the Company.

### 3. Orders & Specification

- a) The quantity, quality and description of any specification for the Goods shall be those set out in the Quotation (if accepted by the Buyer) or the Order (if accepted by the Company).
- b) The Buyer (either direct or through authorised appointees or representatives) shall be solely responsible for providing the Company with all necessary instructions, information and accurate impressions and drawings for the creation of the Goods. The Company shall rely upon and use such instructions etc. without question. The Company shall not be responsible for any shortcomings or inaccuracies in such information.

### 4. Payment & Price

- a) The Price for the Goods shall be as specified on the Company's price list (available on request) at the date of acceptance of the Order or as stipulated in the Quotation. The Company reserves the right to amend its price list at any time in its absolute discretion. The Company will endeavour to send current clients a new price list at least one month before it comes into force but is not obliged to do so.
- b) All prices quoted are in £ sterling. Any purchases made in other currencies will be subject to fluctuations in the exchange rate.
- c) The Price is exclusive of Value Added Tax (if applicable) and costs for packing, carriage and duties which are payable by the Buyer.

### 5. Terms of Payment

- a) Subject to clause (b) below and any special payment terms agreed in writing between the Buyer and the Company, the Company shall be entitled to invoice the Buyer for the Price of the Goods on or at any time after delivery of the Goods.
- b) If the Goods are to be collected by the Buyer or the Buyer fails to take delivery of the Goods for any reason, the Company shall be entitled to invoice the Buyer for the Price at any time after the Company has notified the Buyer that the Goods are ready for collection or (as the case may be) the Company has tendered delivery of the Goods.
- c) The Buyer shall pay the Price within 30 days of the date of the invoice without deduction or set off. The time of payment of the Price shall be of the essence of the Contract.
- d) Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 3% above NatWest base rate from time to time in force.
- e) The Buyer shall indemnify the Company against all costs of recovery (either of the Goods or the Price as appropriate) including without limitation legal fees, costs and disbursements reasonably incurred. Any banking charges incurred by the Company in respect of dishonoured cheques will be payable by the Buyer.
- f) The Company reserves the right to suspend all further deliveries to the Buyer, until any overdue payment has been made or to cancel the Contract so far as any Goods remain to be delivered.

### 6. Delivery

- a) All items are collected and returned via in house delivery arrangements except:
- Items posted by First class post or special or recorded delivery by prior arrangement.
  - All Items are deemed delivered 3 days after posting. The Company will not accept any liability for non delivery where Registered Post has been declined by the Buyer.
  - If the Buyer should fail to collect the Goods sent by Recorded Delivery or First Class Post from their local Post Office, if required, the Company will wait for the Goods to be returned to them and store the Goods for one month after which the Goods will be destroyed. Goods sent to the Channel Islands or internationally will be sent via Airmail. International Special Delivery is available upon request.
  - The Company accepts no liability for non-arrival or late delivery of the Goods once they have been despatched via post. All costs for delivery of Goods shall be borne by the Buyer.
- b) On receipt of the Goods, the Buyer shall inspect the Goods for defects and/or any failure by the Company to comply with description in the Order or Quotation. The Buyer shall inform the Company of any defect within 7 days of delivery and if requested shall return the Goods in question to the Company (at the Company's expense provided that upon receipt and inspection the Company accepts that the Goods are defective). The Company will at its own discretion either replace or repair the defective Goods.
- c) The Buyer shall accept reasonable tolerances in respect of colour, size and quality and acknowledges that the final Goods may differ from their expectations and/or indications shown on the prescription form.
- d) Whilst the Company shall use its reasonable endeavours to meet any agreed delivery date, all work will be dispatched within the working day turnaround, as stated on its prescription forms. The Buyer will be advised on submission of the Order if this is not to be the case. Time shall not be of the essence.

### 7. Risk & Property

- a) Risk shall pass to the Buyer on delivery of the Goods or when the Company has tendered delivery of the Goods. Where a Buyer fails without justification under these terms to take delivery of Goods then he shall be responsible thereafter for any loss, damage or deterioration of condition of the Goods.
- b) The ownership and property in Goods remains vested in the Company until the Company has been paid in full for the Goods.

### 8. Warranties & Liabilities

- a) Save as provided the Company warrants that the Goods will correspond with their specification at the time of delivery.
- b) The Buyer is responsible for taking accurate impressions and to ensure that these are securely packaged in order to avoid any damage or distortion in transit.

- e) The Company reserves the right to return the prescription form to the Buyer and request new impressions to be provided if in its opinion the impressions or indications are deficient or imprecise.
- d) Alternatively, where the Company decides that it is able to produce the Goods notwithstanding any deficiency in the impressions, and when the Goods are then supplied with a statement to this effect, the Company will not remake any goods inaccurately or imprecisely detailed.
- e) The Company shall not remake any device free of charge save where the Company has failed to observe clear indications and impressions given by the Buyer.
- f) The Company accepts no liability for any Goods fitted incorrectly by the Buyer, a technician or dental surgeon.
- g) The Company shall be notified within 7 days of delivery where Goods supplied to the Buyer are not of satisfactory quality or do not comply with their description. After this period, the Company will only replace or repair any defective goods at its discretion.
- h) The Company warrants that the (goods supplied shall (subject to fair, wear and tear) be fit for their normal use for not less than the period stipulated below.
- i) The following warranty period shall apply to the following (goods):
- |  |            |
|--|------------|
| i) All in house manufactured items ( <i>components supplied by others are subject to individual manufacturer guarantee</i> ) | 12 months  |
| ii) Dentures   | 12 months  |
| iii) Gum-shields or Mouth-guards   | 3-6 months |
| iv) Bleaching trays, soft, soft-hard night-guards or Essix retainers   | 1 month    |
| v) Ortho appliances including hard night-guards & anti snore devices   | 6 months   |
| vi) Gingiva Masks  | 6 months   |
- j) Denture repairs or additions are not provided with a warranty, further repairs or adjustments will be made at the Company's discretion.
- k) If during the appropriate warranty period, a claim is made that the Goods have become exhausted, the Company will assess their condition and if required re-make the Goods.
- l) The teeth model sent to the Buyer with the Goods must be retained by the Buyer and returned to the Company when making a warranty claim. The warranty will be invalidated if the model is not returned.

### 9. Returns

- a) On delivery of the Goods the Buyer is required to make sure the Goods fit comfortably in the mouth. If any discomfort or defects arise following receipt by the Buyer of the Goods, the Goods should be returned to the Company for analysis whereby the Company will in their absolute opinion determine whether the Goods are faulty and within the warranty period or if the Goods have been damaged by the Buyer or subject to fair wear and tear.
- b) The Company will advise you in writing within 10 days whether the Goods are to be replaced under warranty.

### 10. Limitation of Liability

- a) The Goods are used at the Buyers own risk. No liability for injury sustained whilst wearing Goods produced by the Company is accepted save only to the extent that the Goods are faulty as a result of the Company's negligence.
- b) The Company will not be held responsible for the design of the Goods or issues arising from the design. The design is specified by the Buyer on the prescription form. Design changes advised by the Buyer either in writing, in person or by telephone shall be clearly documented on the prescription form.
- c) The liability of the Company under the Contract or in tort shall not exceed the greater of the sums paid by the Buyer under the Contract or such sum as shall be receivable by the Company in respect of any claim under any insurance policy effected by the Company from time to time. The Company warrants that it maintains insurances and that the cover is better if these conditions apply.
- d) The Company shall not be liable for an indirect or consequential loss (including loss of sales/profit, loss of production/goodwill/opportunity/reputation, or packaging or distribution costs).
- e) For the avoidance of doubt nothing shall limit or exclude the liability of the Company for death or personal injuring arising as a result of its negligence or the negligence of its agents.

### 11. Disputes

- a) In the event of any disputes that cannot be resolved then upon the request of either party a senior representative of the Company and the Buyer shall meet to discuss the problem and try to reach an acceptable compromise.
- b) The parties will consider mediation as a method of resolving any dispute.

### 12. Cancellation

- a) Without prejudice to any other remedy available, the Company shall be entitled to cancel the Contract or suspend any further deliveries under the Contract (without any liability to the Buyer), in the event that:
- Any invoices are outstanding
  - The Buyer makes any voluntary arrangements with its creditors or becomes subject to an administration order or becomes bankrupt or goes into liquidation
  - The Buyer ceases, or threatens to cease or carry on business
  - The Buyer fails to make any payment on the due date under the Contract
  - The Company reasonably believes that any of the events mentioned above is about to occur in relation to the Buyer
- b) In the case of the above events, the Price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

### 13. Drawings, Designs and Confidentiality

- a) All drawings, photographs, blueprints, illustrations, marketing literature, website illustrations and other designs relating to the Goods ("Designs") (including all copyright, design right and other intellectual property in them) shall as between the parties be the property of the Company; The Buyer is not entitled to make any use of the Designs other than for the purpose of this Contract.
- b) Any inventions, modifications, improvements, techniques or know how effecting the Goods made or gained in the course of performing this Contract, shall belong to the Company absolutely.
- c) Neither party shall disclose to a third party use for its own purposes any confidential information of trade secrets of the other party.
- d) Each party warrants that it has the necessary intellectual property rights to enable it to perform its contractual obligations and will forthwith inform the other on discovery of any infringement of intellectual property rights.

### 14. Force Majeure

The Company reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company or restraints or delays effecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 30 days, the Buyer shall be entitled to give notice in writing to the Company to terminate the Contract.

### 15. Legal

- a) A person who is not a party to this agreement has no right under the contract (Right of Third Parties) Act 1999 to enforce any term of this agreement but this does not reflect any right or remedy of a third party which exists or is available independent from that Act.
- b) This agreement is personal to the parties hereto and cannot be assigned in whole or in part.
- c) Any of these provisions, which may be unenforceable, shall (to that extent) be severable.
- d) The Contract shall be subject to English law and to the non-exclusive jurisdiction of the English courts.