

Terms and Condition of Sale

1. General:

The following terms and conditions shall govern all contracts for the sale of goods and services whether or not this document constitutes the final acceptance of an offer. These conditions will be deemed to have been agreed even if inconsistent conditions of the buyer have been introduced at a later stage and have not been subsequently expressly rejected by us. Orders and oral agreements of any kind shall only be binding if confirmed by us in writing.

2. Begin and scope of duty to deliver:

The terms of our written confirmation of order shall determine the scope of our duty to make deliveries. Sales documentation like pictures, drawings and technical descriptions which have been attached to our offer are approximations only unless they are expressly referred to as being precise.

3 Time of delivery:

The term of delivery begins with the date of our confirmation of order. If we are not responsible for delays the buyer shall not be entitled to rescind the contract. The term of delivery shall be extended for an additional reasonable time if we are prevented from delivering by unforeseeable events which are beyond our reasonable control - regardless whether such events occur at our own works or those of our suppliers or sub-suppliers - including industrial disputes and delays in the delivery of essential raw materials, unless performance of the contract becomes impossible. In the latter case we shall be free from our duty to deliver.

4. Transfer of risk:

The risk shall pass to the buyer as and when he receives notice of readiness of despatch unless the actual delivery is delayed owing to circumstances for which we are responsible.

5. Prices:

Prices quoted by us are to be understood ex works or place of despatch, excluding freight and packaging unless other terms have been agreed in our written confirmation of order.

In respect of orders which have been confirmed without reference to a fixed price our price list in force on the day of despatch shall determine the contract price.

6. Payment:

Our sales representatives shall be entitled to receive payment only if they can in each individual case produce a receipt signed by us or a written authority. The terms of payment shall be those either contained in our tender or order confirmation. Alternatively or additionally the following terms shall apply: Counter claims shall not entitle the buyer to a right of set-off unless they have been accepted by us or if the buyer has obtained an enforceable judgement in respect of them.

In case of late payment or if the buyer is allowed further time interest shall be charged at the usual rate charged by banks for overdrafts. If the buyer is late with payment or if after the date of contract or after delivery matters become known to us which affect the credit worthiness of the buyer (e. g. protested Bills of Exchange or cheques) all our claims will fall due including those in respect of which we hold Bills of Exchange. In such a case we shall also be entitled to immediate possession of goods delivered by us which are still subject to our retention of title although this shall not automatically mean that we accept repudiation of the contract. We shall further be entitled to execute still outstanding orders only against prepayment or securities or to claim damages for breach of contract.

If the buyer refuses to accept the goods ordered by him we shall be entitled to demand immediate payment of the full purchase price and to retain the goods until the price is paid in full. In addition we shall be entitled to claim damages which shall include any transport charges or cost of re-packaging.

7. Retention of title:

The risk in the goods supplied under this contract shall pass to the buyer in accordance with clause 4 above but the property in them shall not pass to the buyer until payment in full has been received by us for all goods the subject of this contract and for all goods supplied by us under any other contract and (for as long as such goods remain in possession or under the control of the buyer or any sub-contractor or commission agent of the buyer and are not converted or incorporated by

manufacture or processing into new goods) of all other accounts owing by the buyer to the seller on any other account and for all goods supplied by any other company in our group.

The buyer shall not be prevented by our reservation of Title from selling or dealing in the ordinary course of business with any of the goods the subject of this contract or with any new goods into which such goods may be converted or incorporated by manufacture or processing provided that we shall not have any responsibility arising out of such sale or dealing.

The buyer shall not attempt or purport to pledge or transfer the goods in any way as security to any third party until Title to them has passed to the buyer in accordance with these conditions.

We shall be entitled, at any time after a default has been made by the buyer on any payment by the due date, to require the buyer by written notice to place at our disposal any goods to which Title has been reserved by the seller under these conditions. Any action so taken by us shall not prejudice any of our rights either with respect to the goods concerned or any other goods or with respect to our action for the price.

If so required by us the buyer shall make such arrangements for storing and identification of the goods and any new goods arising out of them by manufacture or processing as shall be satisfactory to us.

We shall be entitled to insure the goods at the cost of the buyer against damage by fire, water and other risks unless the buyer can show that he has insured the goods himself.

8. Warranties:

We accept full responsibility in respect of defects in workmanship and material, however, we shall only be liable in respect of defects of the goods if these have been notified to us immediately and in writing after they became apparent. We shall not be liable for defects notified to us later than one year from the date of despatch. We shall further not be liable for any defects in our goods if attempts have been made to repair or modify them without our prior consent or if the seals affixed to the scales have been removed by the buyer or third parties.

During the period of 24 months for scales, (12 months for domestic scales used in a commercial/public application), mVSA, mBCA, Stethoscopes, BP units, and 36 months for ECG Machines. we will repair at our discretion replace free of charge any part or parts of materials found to be defective upon our examination and we shall be permitted to inspect the goods at the cost of the buyer. If the buyer can show that the repair or replacement of defective goods is unreasonably delayed he may ask for a reduction of the purchase price or rescind the contract.

9. Waste Electrical and Electronic Equipment Regulations 2006 (the "Regulations")

9.1 The purchaser shall be responsible for the costs of collection, treatment, recovery and environmentally sound disposal of the Product and Replaced Product in accordance with the Regulations.

9.2 The Purchaser shall not dispose of the Product or the Replaced Product other than in accordance with the Regulations.

9.3 The Purchaser agrees to indemnify and keep indemnified the Seller from and against any and all loss, damage or liability (whether criminal or civil) suffered and legal fees and costs incurred by the Seller resulting from a breach of this clause.

10. Installation and gauging:

All costs in connection with the installation and gauging of scales at the place of destination shall be borne by the buyer unless our written confirmation of order contains a different provision.

The unloading of the goods shall always be done by the buyer even if we have paid the freight charges. The buyer shall also support, if necessary, our fitters with qualified personnel at his own cost.

11. Damages:

Claims in connection with bad advice, ancillary contractual duties, defective installation, repair and claims based on liability in tort will be excluded in contracts with wholesalers and retailers unless the buyer can prove negligence on the part of our management.

12. Place of performance and jurisdiction:

The place of performance is the place of despatch. The courts of England shall have jurisdiction in respect of all disputes arising from our contracts with customers.