

Anaesthetic Technical Services Ltd Terms and Conditions of Business - Sales

Definitions

1. In these Terms and Conditions all references to:

- (a). "The Company" and We/Our/Us/The Seller refers to Anaesthetic Technical Services Ltd.
- (b). "The Customer" and You/The Buyer, are to the person, firm or organisation who enters into an agreement to buy from the Company.
- (c). "Equipment" and "Goods" are the equipment and goods that We are selling to You as set out in the Order;
- (d). Order is Your order for the Goods.
- (e). "Price" is the price shown in a Service Contract Agreement
- (f). "Contract" means the contract between the Seller and the Buyer for the sale and purchase of Goods incorporating these Terms and Conditions.

Sales Contract Agreement and Acceptance

2. These are the terms and conditions on which We supply goods to You.

(1). The Customer should read these terms carefully, and check that the details on the order and these terms are complete and accurate, before submitting and paying for the order. If The Customer thinks that there is a mistake or requires any changes, he should contact The Company to discuss these.

(2). When The Customer submits an order to The Company, this does not mean We have accepted the order for goods. The Company's acceptance of the order will take place once the order is confirmed with a unique Order Number. If The Company are unable to supply The Customer with the goods and/or services, We will inform You of this and will not process the order.

(3). On the rare occasions We may have to cancel an order before the goods are delivered, due to an event outside Our control or due to the unavailability of stock or key materials. If this happens You will promptly be advised and a refund will be made for any goods that have not been delivered to You.

(4). These terms will become binding on You and Us when We contact You to tell You that We are able to provide You with the services or the goods, at which point a contract will come into existence between You and Us.

(5). Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller. Any complaints should be addressed to the Seller's address.

Prices

3(1). The price of the Goods shall be that which is stipulated on the Website. The price is exclusive of VAT. The price for delivery charges is shown separately by the seller.

(2). The total purchase price will be displayed in the Buyer's shopping cart or via an invoice prior to confirming the order.

(3). Payment of the price and delivery charges plus vat (if applicable) must be made in full before dispatch of the Goods.

(4). Where the Customer is part of the NHS, and where a valid PO is provided, goods will be dispatched prior to payment and the Company will invoice the Customer. Payment terms are 30 days from invoice date.

(5). The Seller reserves the right to: increase the price of the Goods and the Services, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to the Supplier that is due to:

(a). any factor beyond the control of the Supplier (including, but not limited to, foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

(b). any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification, or;

(c). any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give the Seller adequate or accurate information or instructions in respect of the Goods.

Delivery

4(1). Goods which are held in stock will normally be delivered up to 7 working days of acceptance of order. Non-stock, bespoke items will have varying lead-times. We will contact You with an estimated delivery date once the order has been accepted, however this is merely an estimate and may be subject to change.

(2). Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

(3). The Seller shall use its reasonable endeavours to meet any date agreed for delivery. In any event time of delivery shall not be of the essence and the Seller shall not be liable for any losses, costs, damages or expenses incurred by the Buyer or any third party arising directly or indirectly out of any failure to meet any estimated delivery date.

(4). Delivery of the Goods shall be made to the Buyer's address specified in the order and the Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.

(a). Title and risk in the Goods shall pass to the Buyer upon delivery of the Goods.

(5). By request the Goods can be collected by the Customer direct from the Littleton warehouse. Collection should be made within 7 working days of the order being confirmed. If the items are not collected within this time or an alternative date is arranged between The Buyer and Seller, the Seller reserves the right to cancel the sale and relist the item. The sale will be refunded to the Customer minus a discretionary administration fee up to 10% of total invoice.

Force Majeure

5(1). The Company cannot accept any liability incurred in relation to the provision wherever and to the extent to which the fulfilment of the Company's obligations is prevented, frustrated, impeded and or delayed as a consequence of any occurrence whatsoever beyond its reasonable control.

(2). The Company undertakes to make every reasonable endeavour within its power to overcome any difficulties so occasioned but reserves the right to cancel, suspend or vary its obligations in these circumstances.

Customer Rights to Terminate

6. Before the goods are delivered, You have the following rights to cancel an order (other than bespoke goods), including where You choose to cancel because We are affected by an event outside our control.

(1). You may cancel any order for goods at any time before We dispatch the goods or within 14 calendar days of placing an order by contacting Us. We will confirm Your cancellation in writing to You. Where payment has been made in for goods that have not been delivered to You, We will refund these amounts and any delivery charges to You;

(2). however, if You cancel an order and We have already started work on Your order by that time, You will pay Us any costs We reasonably incurred in starting to fulfil the order, and this charge will be deducted from any refund that is due to You. However, where You have cancelled an Order because of our failure to comply with these terms (except where We have been affected by an event outside our control), You do not have to make any payment to Us;

(3). If You cancel an order for goods and We have already dispatched Your goods, We will not be able to cancel Your order until it is delivered and returned. In this case, You will be responsible for organising and the costs of returning the goods to Us within 14 calendar days, unused and in the same condition they were received. No refunds for delivery charges will be given.

(4). Bespoke goods are made to Your requirements, so orders cannot be cancelled once made. This will not affect Your legal rights as a consumer in relation to bespoke goods that are faulty or not as described.

Guarantee of Goods

7(1). The Company guarantee that on delivery and for a minimum period of three months from delivery, all refurbished goods sold shall be free from material defects. Warranty periods for each item are stated on the website. New Third Party Manufacturers' goods will be covered by the Manufacturers' guarantee. This guarantee does not apply to any defect in the goods arising from:

(a). fair wear and tear;

(b). wilful damage, abnormal storage or working conditions, accident, negligence by You or by any third party;

(c). failing to operate or use the goods in accordance with the user instructions;

(d). any adaption or repair by You or by a third party who is not one of our authorised engineers.

(2). This guarantee is in addition to, and does not affect, Your legal rights in relation to the goods that are faulty or not as described. We are under a legal duty to supply goods that are in conformity with this contract.

(3). The Buyer shall inspect the Goods immediately upon receipt and shall notify the Seller within 2 working days of delivery confirming in writing if the Goods are damaged or do not comply with any of the Contract. If the Buyer fails to do so the Buyer shall be deemed to have accepted the Goods.

Confidential Information

8. The Company and the Customer shall agree to treat all procedures, instructions, diagrams, documents and all other information of any kind whatsoever supplied to it by the other as strictly confidential.

Waiver

9. The rights of the Company shall not be prejudiced or restricted by any indulgence or forbearance extended to the Customer and no waiver of any breach shall operate as a waiver of any subsequent breach.

English Law and Jurisdiction

10. The formation and construction of these Terms and the performance of the Provision shall be governed in all respects by English Law.

The headings of these Terms do not form part of the Terms and shall not affect the interpretation thereof.

Limitation of Liability

11(1). The Company does not seek to exclude or restrict any legal liability it may have for death or personal injury resulting from the negligence of the Company.

(2). In the event of any legal liability being established against the company in respect of the provision, then the Customers sole rights of redress against the Company shall be limited to a claim or claims for damages the total amount of which shall not exceed the amount received by the Company for the provision.

General

12. If any Term herein or part thereof is held to be invalid for any reason by any court or competent authority, it is to that extent to be removed from these Terms without prejudice to the validity or other effectiveness of the remaining Terms.