

Supermax Healthcare Ltd		Document No:	SA-03
Title:	EU Terms & Conditions	Revision No:	2
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1. Placing an order All contracts of sale made by Supermax Healthcare Ltd whether made by phone, email, fax online, shall be deemed to incorporate these terms and conditions. Supermax Healthcare Ltd reserves the right to refuse or cancel any order at any time and that decision is final.

2. **Pricing** All prices are correct at the time of going to print, however Supermax Healthcare Ltd reserves the right to modify the prices without prior notice. Every effort will be made to maintain a stable supply and pricing policy subject to market conditions and variations. Goods and services, together with VAT, are invoiced in Euro; at the price prevailing at time of order (unless a VAT exemption is applicable). Account facilities for Customers are available subject to conditions (see payment options).

3. **Product Details & Specifications** Supermax Healthcare Ltd reserves the right to alter actual dimensions, specifications and quantities without notice, explanation or notification. In the event that Supermax Healthcare Ltd cannot supply the goods ordered by the Customer, Supermax Healthcare Ltd reserves the right to supply goods of equal or superior quality at no extra cost.

4. **Payment – Non Account Holders** If you do not have a credit account with Supermax Healthcare Ltd full payment will have to be received by us before the goods are dispatched. We accept payment by Credit or Debit card, BACS.

5. **Payment – Account Holders** An account facility is available for business and professional establishments where payment is due 30 days nett after the date of invoice. Credit Accounts are subject to status. We accept payment by Credit or Debit card, BACS. Failure to comply with the stated payment terms may result in an "Account Facility" being withdrawn. If payment is not made on time, Supermax Healthcare Ltd may charge interest daily on the outstanding balance at 3% above the Bank base lending rate calculated on a daily basis.

6. **Delivery** Supermax Healthcare Ltd makes every effort to dispatch goods on time but does not accept liability for failure to deliver within the stated time. Any time or date stated for delivery is an estimate only. The Customer has to accept the goods when they are ready for delivery; delivery is deemed to take place when the goods are delivered to the Customer's nominated address, whereupon the risks of loss, breakage and all damage shall pass to the Customer. It is the responsibility of the customer to check and count all parcels/goods before signing for them. Errors cannot be corrected afterwards. A POD (Proof of Delivery) must be requested within two months from invoice date.

7. Returns Supermax Healthcare Ltd is committed to providing our customers with the highest quality products and service. Subject to verification by Supermax Healthcare Ltd of any alleged fault, we will accept the return of defective products for full refund or replacement only if the goods are returned within 14 days of purchase. On receipt of the returned product, we will test it to identify the fault you have notified to us. If following the testing process, the product is found to be without defect, we will return the product to you. Supermax Healthcare Ltd will only accept unwanted products for refund within 14 days of delivery provided that the goods are in an unopened and re-saleable condition, whereby a restocking fee of €50 or 5% which ever is higher will be charged. Supermax Healthcare Ltd will only accept unwanted products for refund within 14 days of delivery, provided that the goods are in an unopened and re-saleable condition. Supermax will only accept authorised returns and our Customer Services department will provide a Return note to be attached to the items to be returned. Supermax Healthcare Ltd reserve the right to charge carriage on all goods returned which were delivered in good faith against orders received. Supermax Healthcare Ltd's Customer Service department will advise you of which method of delivery to use to return the products. Our Customer Service department will either arrange a courier collection of the product, or request that you return the product to us directly. If we have arranged for a courier collection of your product, we are unable to specify the collection time. It is your responsibility to ensure that someone will be present when the courier arrives at the collection address. If Supermax Healthcare Ltd asks you to return it to us directly, proof of postage is not necessarily proof of delivery and you are therefore strongly advised to send your package by recorded delivery, registered post or courier and to maintain sufficient insurance to cover the value of the goods. Supermax Healthcare Ltd cannot accept liability for packages damaged during transit. It is your responsibility to wrap the product adequately to prevent damage occurring.

8. Liability Claims Supermax Healthcare Ltd does not accept liability for shortages or damage to deliveries unless the Customer notifies us in writing within 48 hours of receipt. Supermax Healthcare Ltd will not consider any claims made outside of the stated notification period and will not be liable for any consequential loss for anything, however arising. Your statutory rights are not affected.

9. **Title** -Title in the goods does not pass to the Customer until payment is received in full by Supermax Healthcare Ltd. The customer agrees to keep the goods identifiable as the property of Supermax Healthcare Ltd and keep them stored in merchandisable condition.

10. **E & OE** Any typographical, clerical, other omissions or errors however made, in any of Supermax Healthcare Ltd's literature, quotations, price lists, invoices or other documentation or information supplied by the company shall be subject to correction without any liability on the company's part.

Data Protection & Confidentiality Supermax Healthcare Ltd shall process and store Customer data in accordance with the data protection principles as set out in the Data Protection Act 1998.