

General Terms & Conditions

INTERPRETATION

Definitions: In these Conditions, the following definitions apply:

Business Day - a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Conditions - the terms and conditions set out in this document as amended from time to time.

Contract - the contract between Interfurn UK and the Customer for the sale and purchase of the Goods in accordance with these Conditions.

Customer - the person or firm who purchases the Goods from Interfurn UK.

Force Majeure Event - has the meaning given under these conditions and the Contract.

Goods - the goods (or any part of them) set out in the Order.

Intellectual Property Rights - patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Order: the Customer's order for the Goods, as set out in the Customer's purchase order form **and** in the Customer's written acceptance of Interfurn UK's quotation.

Specification - any specification for the Goods, including any related plans and drawings that is agreed in writing by the Customer and Interfurn UK.

Interfurn UK - Interfurn medical Systems Limited, a limited company incorporated in England and Wales with Company number 8669230 whose registered office is at G1/G2 Brookes Mill, Huddersfield HD4 7NR

In these Conditions, the following rules apply:

- (a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its personal representatives, successors or permitted assigns.
- (c) A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or reenacted.
- (d) Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- (e) A reference to **writing** or **written** includes faxes and emails.

Basis of Contract - These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. The Order constitutes an offer by the Customer to purchase the

Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification submitted by the Customer are complete and accurate. The Order shall only be deemed to be accepted when Interfurn UK issues a written acceptance of the Order, at which point the Contract shall come into existence. The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of Interfurn UK which is not set out in the Contract. Any samples, drawings, descriptive matter, or advertising produced by Interfurn UK and any descriptions or illustrations contained in Interfurn UK's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract or have any contractual force. A quotation for the Goods given by Interfurn UK shall not constitute an offer.

Prices - All prices quoted are in sterling and exclude VAT and strictly net unless stated otherwise. The prices in this quotation are fixed for deliveries until end of June 2016. Interfurn UK reserves the right to before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to: (a) any factor beyond the Interfurn UK's control (including 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 Specification; or (c) any delay caused by any instructions of the Customer or failure of the Customer to give Interfurn UK adequate or accurate information or instructions.

Exchange Rate - This quotation is based on the Euro/GB Pounds rate of between 1.1 EURO < 1 GBP < 1.3 EURO. We reserve the right to adjust the prices accordingly if the exchange rates fall outside this range.

Validity - This quotation is valid for a period of 60 days from the date of issue, after which it may be modified or withdrawn. This quotation is submitted for consideration as a whole and we reserve the right to amend the prices therein should the extent of the scope of works be materially altered.

Delivery & Installation - Is not included unless otherwise agreed. If this is included in the quote, then following receipt of instructions to proceed or an official order to proceed and subsequently receiving all necessary details and from approval of drawings, we will endeavor to deliver to site within 8- 10 working weeks, unless otherwise agreed. If 10 Business Days after the day on which Interfurn UK notified the Customer that the Goods were ready for either delivery or collection the Customer has not taken **OR** accepted delivery of them, Interfurn UK may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods. The Customer shall not be entitled to reject the Goods if Interfurn UK delivers up to and including 5% more or less than the quantity of Goods ordered. If Interfurn UK and Customer agree that the delivery will be made by Interfurn UK, Interfurn UK may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

Approval - Interfurn UK expects approval of its drawing within maximum of five working days. Any delay in receiving approval will result in delay to deliver the equipment ordered. Interfurn UK reserves the right to cancel all orders if approval is not received within 5 working days. If Interfurn UK has incurred costs as a result this will be charged to the Customer.

Site Supervision - Unless stipulated within our quotation no allowance has been made for supervision of Interfurn UK personnel whilst on site over and above operative labour. Separate site supervision is deemed to be provided by the customer.

Form of Contract - Interfurn UK terms & conditions apply unless otherwise specified; terms to be agreed.

Acceptance - Your acceptance of this offer will not constitute a contract unless Interfurn UK Ltd has satisfactorily completed its credit clearance and administrative procedures, and has issued its written Order Acknowledgement.

Payment Terms - Strictly net 30 days of invoice or application, subject to satisfactory credit rating. In the case of pro forma invoice payment will be in advance.

Title and Risk - The risk in the Goods shall pass to the Customer on completion of delivery. Title to the Goods shall not pass to the Customer until: (a) Interfurn UK receives payment in full (in cash or cleared funds) for the Goods and any other goods that Interfurn UK has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums; Until title to the Goods has passed to the Customer, the Customer shall: (a) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as Interfurn UK's property; (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods; (c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery; (d) notify Interfurn UK immediately if it becomes subject to any court proceedings including insolvency or bankruptcy proceedings issues against the Customer or Customer voluntarily enters in to liquidation or administration; and (e) give Interfurn UK such information relating to the Goods as Interfurn UK may require from time to time.

Time for Payment - If the invoice is not paid or if no payment is made by the due date under the Contract then the Customer shall pay interest on the overdue amount at the rate of 4% per annum above Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

Cancellation Charges - A tiered cancellation charge policy will be made equal to the contract value as follows:

- a) 15% Pre-design; i.e. before drawing issue 25% Post design drawing approval
- b) 65% Post design drawing approval & manufacture 80% Predelivery of manufactured goods
- c) 100% Post-delivery of manufactured goods, or such greater sum as may be necessary to indemnify Interfurn UK Ltd against all losses resulting from the purchaser's elected cancellation of the order or part thereof.

Delivery Periods - Commence from the date of agreement of the terms of the order and design details or the date of the issue of the Order Acknowledgement, whichever is the later.

Retentions - No retentions are accepted, unless agreed.

Performance Bonds - No performance bonds will be undertaken, unless specifically detailed in our quotation.

Main Contractors Discount - We have not included for any MCD.

L&AD - We have not included for any Liquidated or Un-liquidated Damage clauses

Other contracts - Interfurn UK shall not accept to be party to any contract that may exist between the customer and his customer.

Value Added Tax - Will be charged at the current rate at date of invoice unless V.A.T. exemption certificates are provided or if the invoicing address is outside the catchment area.

Intellectual Property Rights - All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by Interfurn UK. The Customer acknowledges that, in respect of any third party Intellectual Property Rights, the Customer's use of any such Intellectual

Property Rights is conditional on Interfurn UK obtaining a written licence from the relevant licensor on such terms as will entitle Interfurn UK to license such rights to the Customer. All Interfurn UK's Materials are the exclusive property of Interfurn UK.

Design Exclusivity - Any design information, product selection, recommendation and / or drawing provided by Interfurn UK Ltd is given without liability or responsibility in any event other than for incorporation into a contract for Interfurn UK Ltd to execute the works referred to. All such information must not be used other than for this purpose. Any samples, drawings, descriptive matter, or advertising produced by the Supplier and any [descriptions or] illustrations contained in the Supplier's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract or have any contractual force.

Insurances - Interfurn UK Ltd currently has public/products liability insurance cover in place. Payout for any damages, losses, expenses, etc. shall be limited to the sum to be received from the insurers. Interfurn UK will produce copy of the insurance cover upon request.

Warranty/Guarantee - 12 months warranty/defect liability period is provided for all Interfurn UK products, starting from the installation date UPS Batteries are warranted only if they are charged correctly. Interfurn UK warrants that on delivery and for a period of 12 months from the date of delivery (**warranty period**), the Goods shall: (a) conform in all material respects with their description and any applicable Specification; (b) be free from material defects in design, material and workmanship; and (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and (d) be fit for any purpose held out by Interfurn UK. if: (a) the Customer gives notice in writing to Interfurn UK during the warranty period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty (b) Interfurn UK is given a reasonable opportunity of examining such Goods; and (c) the Customer if asked to do so by Interfurn UK returns such Goods to Interfurn UK's place of business at the Customer's cost, Interfurn UK shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full. Interfurn UK shall not be liable for Goods' failure to comply with the warranty set out in any of the following events: (a) the Customer makes any further use of such Goods after giving notice in accordance with (b) the defect arises because the Customer failed to follow Interfurn UK oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same; (c) the defect arises as a result of Interfurn UK's following any drawing, design or Specification supplied by the Customer; (d) the Customer alters or repairs such Goods without the written consent of Interfurn UK; (e) the defect arises as a result of fair wear and tear, willful damage, negligence, or abnormal storage or working conditions; or (f) the Goods differ from the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements. The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

Limitation and Liabilities - Interfurn UK shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with these Terms and Conditions or Contract.

Customer's Responsibilities – The Customer shall ensure that:

- i. All builders' work associated with equipment supply.
- ii. All electrical wiring on site, including power supply to equipment offered.
- iii. Provision of plant carnage and / or hoists.
- iv. Provision of skips.
- v. Unrestricted site access at all times by prior appointment & unrestricted working day.
- vi. Electricity and water provided free of charge including temporary lighting.
- vii. Installation area to be prepared and clear for works.
- viii. Provision of dry and secure storage area.
- ix. Works carried out by others so as not to affect programme.
- x. Maintain the site in a safe and proper condition.
- xi. Design and provision of all steelwork and its fixings required to support goods supplied.
- xii. Undertake any works required to remove or overcome any pre-existing obstacle(s) and / or to modify or replace inadequate or unsuitable structural support.
- xiii. Welfare and toilet facilities.
- xiv. Upgrade of existing services.
- xv. Pre tender Health and Safety Plan.
- xvi. Telephone lines for use.
- xvii. Supervision of other tradesmen.
- xviii. Approval (definitive) within 5 working days of submission.
- xix. All medical gas works including anti-confusion and purity tests on completion of installation.
- xx. Making theatres sterile after completion of installation & Microbiological testing.
- xxi. Local Authority Approvals and associated costs

Product Information - All information and data contained in product brochures and price lists are binding only to the extent that they are by reference expressly included in the quotation and / or contract.

Operating and Maintenance Manuals - 1 electronic copy will be issued.

Planned Preventative Maintenance - The goods and works offered require regular maintenance and periodic validation. This should be carried out by Interfurn UK Ltd or its approved Agent, utilising only those replacement parts supplied or recommended by Interfurn UK Ltd in order to ensure their continued performance to the standards specified in the quotation. If this maintenance is not undertaken as above, we cannot guarantee the continued performance of the works. The quoted price excludes any planned preventive maintenance. Details of our after sales service facilities will be forwarded by our Service Department or our approved agent upon handover of the works.

Assignment and other Dealings - (a) Interfurn UK may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under these Terms and Conditions, (b) The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under these Terms and Conditions and the Contract in place without the prior written consent of Interfurn UK.

Force Majeure Event - Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A **Force Majeure**

Event means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

Variation - Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is in writing and signed by Interfurn UK.

Governing Law - Any dispute or claim arising out of or in connection with it or its subject matter or formation (including noncontractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.

Jurisdiction - Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

General Exclusions - All other goods, works and services not specifically excluded but not detailed as part of this quotation are hereby excluded.

Notices - (a) Any notice or other communication given to a party under or in connection with the Contract in place shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or email. (b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to under this clause if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or email, one Business Day after transmission. (c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

Waiver - A waiver of any right or remedy under these terms and conditions or contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under these terms and conditions or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

Third Party Rights - A person who is not a party to these Terms and Conditions or to the Contract shall not have any rights to enforce its terms.