



ENTERA MEDICAL LTD TERMS AND CONDITIONS

1. DEFINITIONS

In these Terms and Conditions of business the following meanings shall apply: - The Company shall mean Entera Medical Ltd, a registered company in England and Wales, Company No. 13060945. VAT Registration Number: GB 398370842. Registered Office: UNIT 8 HARCOURT WAY, MERIDIAN BUSINESS PARK, LEICESTER, LE19 1WP, United Kingdom. The Customer shall mean any person or persons, firm or company who buys or agrees to buy goods from the Company - Force Majeure shall mean any an event or circumstance which is beyond the control of and without the fault or negligence of the party affected including but not limited to natural disasters, storms, fire, flooding, lightning, and pandemic.

2. CONDITIONS APPLICABLE

2.1 These Terms and Conditions shall apply to and govern all contracts for the sale of goods entered into by the Company where goods are dispatched by the Company to the Customer by mail order or delivery, and Customer acknowledges and accepts all such terms and conditions by placing an order for goods. All conditions of the Customer or other terms and conditions or warranties whatsoever whether communicated before or after these Terms and Conditions are excluded from the contract or any variation thereof unless expressly accepted by the Company in writing and the Customer's own conditions shall not be regarded as a counter offer.

2.2 The exercise by the Company of any right pursuant to these Terms and Conditions shall be without prejudice to any other right available to it whether hereunder or under general law.

2.3 We are required to limit the sale of licensed products only to qualified healthcare professionals. We may request proof of a current, valid license at any time and we reserve the right not to ship licensed product for any reason.

2.4 Customer shall inform Company if at any time their license/registration expires and has not been renewed, or is limited, revoked, terminated, cancelled or no longer associated with the customer account.

2.5 The Company reserves the right to accept or reject any orders in its absolute discretion. If acceptance or rejection is not communicated within 5 (five) working days after receipt of the order, the order shall be deemed accepted.

2.6 All orders and supply shall be subject to availability and the Company shall have the right to cancel and/or reject any order at its discretion. Any cancellation shall be notified to the Customer and refunds applied where applicable.

3. DELIVERY

3.1 Delivery dates and times specified by the Company are approximate only. Unless expressly agreed by the Company in writing, time for delivery is not and shall not be deemed to be of the essence of the contract. The Customer shall make all arrangements necessary to take delivery of goods whenever they are tendered for delivery.

3.2 If goods are sold and delivered to the Customer in instalments each delivery shall constitute a separate contract, and failure by the Company to deliver any one or more of the instalments or any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to treat the contract as a whole as repudiated.

3.3 If the Customer requires a product urgently, the Company will do its best to arrange an expedited courier service to deliver the product, instead of the usual method of delivery using The Royal Mail group of companies. These costs shall be communicated by the Company in writing to the Customer prior to dispatch in order to gain confirmation, agreement and payment. Upon receipt of payment to the Company, the product will be dispatched. In lieu of such agreement, the product will be delivered by the usual method using the Royal Mail group of companies.

3.4 Delivery during the COVID 19 pandemic Please ensure you are present and available at the shipping address on the day your order is being delivered. Due to the current COVID 19 Pandemic, our delivery partners may not be able to enter certain premises to meet you. In such a case the product, if sent using recorded/signed for delivery, will be left with a representative at the delivery address following their signature, or left at the entrance to the address with photographic evidence of delivery recorded, where a signature is unobtainable. A signature upon delivery from a representative at the delivery address and/or a photographic record of delivery to the physical address shall constitute completion of the delivery process and the transfer of risk of damage to the goods shall take place at the moment when the customer takes delivery.

4. CANCELLING ORDERS/RETURNED GOODS

4.1 In accordance with clause 2.5 and 2.6 the Company shall have the right at its absolute discretion to monitor and/or cancel orders. The Company shall have no liability for cancelled orders. The Company shall notify the Customer within a reasonable time of the cancellation of the order and where applicable refund any payments made, subject to any applicable re-stocking fee, as per clause 4.4.

4.2 Customers are reminded that it is illegal to send contaminated goods through the post. To reduce the risk of cross contamination, all instruments/equipment should be cleaned and sterilised as per Manufacturers' instructions. The details of the method used for sterilisation of items must accompany the returned item. The Company reserves the right not to handle items which do not meet these specific requirements and which pose a biohazard, or which are believed to pose a biohazard. Any agreement or authorization to accept goods back does not absolve the customer from these responsibilities.

4.3 Customer Satisfaction Guarantee - The quality of your delivery is important to us; please therefore check the parcel immediately upon receipt. If for any reason you are not completely satisfied with your purchase please contact us on +447766991618 or e-mail on info@enteramedical.com within 14 working days of receipt we will be happy to authorise your return, where possible. When preparing your return please ensure that the product is in the same condition as when it arrived, suitable for re-sale, and inclusive of all original packaging, operating instructions, guarantee card and accessories. Goods must be accompanied by a proof of purchase and a Return Authorisation Number. The return authorisation number will ensure that your return is handled quickly and accurately. Please note items shipped back to us without return authorisation number may be refused and no credit issued. Please ensure that Goods are adequately packaged and labelled to prevent damage in transit and that they are sent by recorded/signed for delivery. The Company takes no responsibility for the goods until they have been signed for by a representative of the Company.

4.4 Goods wrongly ordered or Not Required – The following will be required / applied. We realise that from time to time you may order in error and as your supply partner we will assist you to correct the situation. We ask that you report any errors to us on +447766991618 or info@enteramedical.com within 14 days of receiving your order. Credit will be applied as noted here:- A 15% charge for re-stocking of product will be applied before refund and any cost of the Return of the Goods to the Company shall be the sole responsibility of the customer. - No Refund of any handling or delivery charges applied to the Goods will be given. - We will be unable to accept the return of any custom imprinted items or non-catalogue items ordered specifically for the customer, product that cannot be returned to the manufacturer, or hazardous items. Please call us +447766991618 for assistance in identifying such items.

4.6 Where a Customer places a large volume order of Goods (in excess of 10 items and/or order values greater than £10,000 GBP), the Customer shall not be entitled to rescind and/or cancel the Order without the prior consent of the Company. No variation to the Order shall be effective without the prior written notice and consent of the Company. All returns shall be at the discretion of the Company.

4.7 Damaged Goods / Short Delivery - Damaged goods or short delivery needs to be notified to the company within 48 hours. - Upon notification we will authorise the return of the damaged goods and organise a replacement. Upon receipt of the goods by the Company, a full credit of the purchase value of the Goods shall be issued to the Customer.

4.8 Product Recalls and Products Returned Under Complaint - If a Manufacturer or Distributor instigates a Product Recall the Company will administer the Recall Procedures as determined by the Manufacturer or Distributor. - Products returned under complaint will be sent to the Manufacturer / Distributor for Evaluation and Report and the details notified to the Customer. - A £15 GBP charge for onward shipment to the manufacturer will be charged by the Company to the Customer for any repairs, both in and out of product warranty.

4.9 Please contact the company first by email to arrange a return before sending anything back.
Email:- info@enteramedical.com

4.10 For larger and non-stock items a higher £ GBP charge may be levied.

4.11 You can only return an item that has been used in any invasive procedure or been in contact with blood, other body fluids, respired gases or pathological samples or used in the treatment of HIV and/or Hepatitis viruses providing it has been decontaminated in accordance to HSG (93)26 and an audit trail is available for inspection of the decontamination process if required. A 'Declaration of Contamination Status' HSG (93)26 form must accompany the item. A separate form is required for each item being returned. This Returns Policy Does Not Affect Your Statutory Rights.

5. REPAIR AND SERVICE

For service and repair of products covered by the manufacturers warranty, a £15 GBP fee for onward shipment to the manufacturer will be charged by the Company to the Customer for any repairs, both in and out of product warranty. Outside of the warranty period we will be happy to provide a quote.

6. THE PRICE AND PAYMENT

6.1 The price to be paid by the Customer shall be the sum(s) shown by the Company's invoice(s). This price shall be based on the sum quoted to the Customer in the Company's price list/quotation, but the Company reserves the right to amend those prices at any time in its absolute discretion and to correct clerical errors or omissions. Any prices shown on or in any advertising, form an invitation to treat, not an offer.

6.2 The prices quoted in the Company's price list/quotation are in pounds sterling. Due to fluctuations in currency exchange rates the company reserves the right to alter prices charged to all customers. Unless otherwise specifically stated, all prices quoted by the Company are exclusive of Value Added Tax, which shall be due at the rate in force on the date of the Company's invoice to the Customer.

6.3 In most instances, the Company will cover the cost of insured postage to the Customer, subject to the reasonableness of the size of the order, number of items and total delivery weight. In such instances where a delivery fee is to be levied, this will be communicated to the Customer before dispatch so that payment can be made to the Company before goods are released for delivery.

6.4 Orders and repairs sent directly from the manufacturer will incur a carriage charge invoiced by the Company.

6.5 Payment of the price and VAT shall become immediately due at point of order. No products or goods will be dispatched to the customer without cleared payment in full received by the Company or the receipt of an official Purchase Order document. This is a condition of sale.

6.7 Payment can be made to the Company via electronic bank transfer. Cheques are not accepted.

7. DISCOUNTS

7.1 Any applicable discounts offered by the Company are applied before VAT.

8. TITLE AND RISK

8.1 The transfer of risk of damage to the goods shall take place at the moment when the customer takes delivery.

8.2 Title in the goods or any part thereof shall only pass to the Customer when payment in full for all goods whatsoever supplied and all services rendered at any time by the Company has been made.

9. WARRANTY

9.1 Subject as expressly provided in these Conditions and except where goods are sold or services provided to a person dealing as consumer within the meaning of the Unfair Contract Terms Act 1977 all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permissible by law.

9.2 Where Goods are supplied to the Company with the benefit of a warranty from their manufacturer that warranty (5 years from Purchase) will continue to apply to the Goods following sale to the Customer, whether Goods are sold individually or as a package. There is no warranty, either implied or stated, by the Company, in addition to the manufacturer warranty. If alleged defects in Goods prove to have been caused by incorrect operation, cleaning or handling or other improper use, the manufacturer reserves the right to charge the Customer for any and all servicing, repair and or replacement. A £15 GBP charge for onward shipment to the manufacturer will be charged by the Company to the Customer for any repairs, both in and out of product warranty.

9.3 The Customer shall be responsible for ensuring that all statutory governmental regulations, local authority regulations, operating instructions and safety precautions are complied with in relation to goods supplied by the Company. Products are authorised for sale in the United Kingdom; Customers in other locations may be subject to local restrictions.

10. RESTRICTION OF LIABILITY

10.1 The Company shall not in any event be liable for indirect or consequential loss or damage, being loss or damage which does not directly and naturally flow from the supply of goods or materials, including without limitation loss of profits, of use, overhead costs, collateral damage or of contracts arising out of the supply or failure of supply of goods or services by the Company (other than liability for death or personal injury resulting from the negligence of the Company) and whether arising from breach of contract, negligence or for any other liability howsoever arising, whether by statute or otherwise.

10.2 In all other cases (being cases of direct and natural losses or damage) it is specifically provided and agreed that the compensation and damages payable under any claim or claims arising out of the contract between the parties under whatsoever pretext shall not under any circumstances amount in aggregate to more than the contract price or the goods and/or services forming the subject of the claim or claims.

10.3 No liability for such direct losses shall attach to the Company unless details of such losses are notified to the Company in writing within 7 days of the date of delivery of the goods, or the date of the event giving rise to such loss if it is not apparent upon the date of delivery. In cases of alleged shortages or breakages, claims must be notified to the Company within 3 days of receipt of the goods by the Customer. Alleged non-delivery of goods must be notified in writing to the Company within 5 days of dispatch by the Company.

10.4 For the avoidance of doubt, nothing in this agreement shall confer on any third party any benefit or the right to enforce any term of this agreement, without the expressed written consent of the Company (Entera Medical Ltd).

11. APPLICABLE LAW

These Terms and Conditions and the rights and obligations of the parties to the contract shall be governed, interpreted and construed solely in accordance with the Laws of England. ENTERA Medical Ltd, UNIT 8, HARCOURT WAY, MERIDIAN BUSINESS PARK, LEICESTER, LE19 1WP, UK

Company No: 13060945 VAT Registration No: GB 398370842.

12. FORCE MAJEURE

The Company shall not be liable to the Customer or be deemed to be in breach of any provision of these terms by reason of any delay in performing, or any failure to perform any obligation under this Agreement if the delay or failure was due to circumstances which the Party could not avoid and the consequences of which it was unable to prevent.