



# **Integra NeuroSciences Limited**

## **Conditions of sale**

### **1. General**

#### **1.1 In these Conditions:**

“the Company” or “us” means Integra NeuroSciences Limited (company number 02086419)

“Buyer” or “you” means the person whose order is accepted by us;

“Goods” means the goods which we agree to sell and you agree to purchase pursuant to any order.

1.2 All quotations are made by us and all orders are accepted by us subject to the following Conditions. If there is any conflict between these Conditions and the terms of your enquiry or order then these Conditions shall prevail. No variation of these Conditions shall be binding unless agreed in writing by us.

1.3 Written confirmation of telephone orders placed by you must be clearly identified as such failing which you shall be responsible for any duplicate orders.

1.4 The Company’s employees are not authorised to make any representations concerning the Goods unless confirmed by the Company in writing and we shall not be liable for any representations which are not set out in full on your order at the time it is accepted by us.

1.5 Any typographical, clerical or other error or omission in any sales literature or any quotation, acceptance of offer, invoice or other document or information issued by us may be corrected by us without any liability to us.

### **2. Orders**

2.1 The quantity, quality, installation works, accessories and description of and any specification for the Goods shall be as set out in our quotation (if accepted by you).

2.2 All quotations issued by us shall be valid only for a period of 30 days from the date



of quotation. All quotations are issued by us and all orders are accepted by us subject to availability of the Goods.

2.3 We have a minimum order policy, this should be confirmed with us when placing an order.

2.4 We reserve the right to make any changes in the specification of the Goods necessary to conform to any applicable statutory or EC requirements or which do not materially affect their quality or performance.

2.5 No order which has been accepted by us may be cancelled or varied by you except with our agreement in writing and on terms that you reimburse us in full for all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by us as a result of cancellation or variation.

2.6 If:

2.6.1 you make any voluntary arrangement with your creditors or (being an individual or firm) become bankrupt or (being a company) become subject to an administration order or go into liquidation; or

2.6.2 a receiver is appointed, over any of your property or assets; or

2.6.3 you cease, or threaten to cease, to carry on a business; and

2.6.4 we reasonably believe that if any such event is about to occur then, without prejudice to any other right or remedy available to us we shall be entitled to cancel any order placed by you or suspend any further deliveries to you without any liability to us and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

2.7 If you fail in your obligations to supply technical information and if you do not correct such breach within 14 days notice of such breach then we shall be permitted to suspend or cancel any order you may have with us.

### **3. Prices**

3.1 The price of the Goods shall be our quoted price and shall be FCA Seller's premises (Incoterms 2010) unless otherwise stated.

3.2 We reserve the right, by giving notice to you at any time before delivery, to increase the price of the Goods to reflect any increase in our costs due to any factor beyond our control (such as, without limitation, any foreign exchange fluctuation, currency or regulation, alteration of duties) or any change in delivery dates, quantities or specifications for the Goods which are requested by you and accepted by us or any delay in you accepting delivery.

3.3 All prices quoted are exclusive of value-added tax or any other sales tax, which you shall be additionally liable to pay to us.

3.4 With contracts, which include installation work, we reserve the right to charge for standing time brought about by events outside our control.

#### **4. Payment**

4.1 Payment of the price is due 30 days from invoice date or as otherwise agreed by us in writing. We shall be entitled to recover the price, notwithstanding that delivery may not have taken place and the property in the Goods has not passed to you. The time of payment of the price shall be of the essence of the contract between us.

4.2 If you fail to make any payment on the due date then, in addition to any other right or remedy available to us we may:

4.2.1 withdraw and invoice you for any settlement discount;

4.2.2 demand immediate payment of all invoices then outstanding

4.2.3 cancel the order or suspend any further deliveries to you;

4.2.4 appropriate any payment made by you to such of the Goods (or the Goods supplied under any other order) as we may think fit; and

4.2.5 charge interest (both before and after any judgement) on the amount unpaid, at the current ECB rate plus 8% from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest) and claim payment of a fixed amount of £40 as a compensation for recovery costs.

4.3 Any samples submitted by us and not returned to our works within thirty days from the date of the receipt shall forthwith be paid for by you at our prices ruling at the end of such thirty day period unless supplied on specifically stated sale or return terms

## **5. Delivery**

5.1 Any dates quoted for delivery of the Goods are approximate only and we shall not be liable for any delay in delivery of the Goods however caused. Time for delivery shall not be of the essence of the contract between us. We may deliver the Goods in advance of the quoted delivery date upon giving reasonable notice to you.

5.2 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by us to deliver any one or more of the instalments or any claim by you in respect of any one or more instalments shall not entitle you to treat the remainder of the order or any other orders as repudiated.

5.3 If we fail to deliver the Goods (or any instalment) for any reason other than any cause beyond our reasonable control or your fault, and we are liable to you, our liability shall be limited to the excess (if any) of the cost to you (in the cheapest available market) of similar goods to replace those not delivered above the price of the Goods.

5.4 If the price included delivery we may deliver by any method. The carrier's condition of carriage shall apply. Unless otherwise stated we shall not be responsible for offloading

5.5 If you fail to take delivery of the Goods or fail to give us adequate delivery instructions at the time stated for delivery then, without prejudice to any other right or remedy available to us, we may store the Goods until actual delivery and charge you for the reasonable costs (including insurance) of storage.

## **6. Risk and property**

The title of Goods shall pass to the Buyer when the Goods are handed over to the carrier, however, the Company shall retain the risk of damage to or loss of the Goods during transit.

## **7. Returns & Packaging**

7.1 Goods may not be returned without our prior agreement, when we shall supply you with an authorisation number. Goods returned must be consigned carriage paid and accompanied by a packing note stating our delivery note number. In some instances a re stocking or handling charge may be made to you.

7.2 Sterile Goods must be returned in unopened, undamaged cartons, packed to prevent damage. Non sterile Goods must be returned in unused saleable condition.



7.3 Custom or special order Goods will not be accepted for credit. Credit will be issued subject to the following

7.3.1 Goods returned prior to 3 months from ship date will be charged a 20% restocking charge

7.3.2 Goods returned between 3 - 6 months of ship date will be charged 50% restocking charge.

7.3.3 Goods will not be accepted for credit after 6 months.

7.4 It is also essential that you notify both us and the carriers of all claims for damage or loss within three days from receipt of Goods or any suspicion or indication that the Goods may have been lost in transit. Failure to do so within such three days will result in the claim not being recognised.

## **8. Drawings, etc**

8.1 All specifications, drawings and particular weights and dimensions submitted with any quotations by us are approximate only and the descriptions and illustrations contained in our catalogues, price lists and advertisements are intended merely to present a general idea of the goods described therein and none of the foregoing information shall form part of the Contract between us.

8.2 All specifications and drawings submitted by us shall remain our property and be returned to us immediately on demand. They are submitted on the condition that they will not be copied or divulged to any third party without our prior written consent and shall not be used against our interests in any way.

8.3 If we are working to your plans, designs or specifications you shall hereby indemnify us against, which shall include but shall not be limited to damages, loss of profits, costs, expenses, fines taxes, consequential and indirect losses and any other claims, whatsoever made against us for infringement, alleged infringement of third party rights therein including without limitation copyright and patent or design rights. We do not warrant that the Goods do not infringe any such third party rights.

## **9. Inspection and Tests**

9.1 The Goods are carefully inspected and where defined in manufacturing procedure are submitted to standard tests at our works prior to ex-works despatch.

9.2 If tests other than those specified in our quotation or tests in the presence of you or your representative are required at our works or on site, the direct costs of these additional tasks may be recharged to you in addition to the Contract price.

9.3 In the event of a delay on your part in attending any such test as set out in paragraph 9.2 after seven days notice from us, the test will proceed in your absence. You shall be bound by the results of such tests.

#### **10. Site Access**

10.1 If you require a repair to be carried out on your or a third party site then you must provide access to such site within reasonable working hours on reasonable notice and we shall have no liability to you whatsoever if such access to such a site is not made available to us.

10.2 In the case of any contract including installation you shall indemnify us and our servants and representatives against any loss or damage to person or property suffered by any one of them whatsoever at your or a third parties site arising out of any act of default by you or your servants, sub contractors or agents.

#### **11. Warranties and liability**

11.1 All warranties, conditions or terms implied by statute or common law and all duties at common law arising out of or in connection with the supply of the Goods or their use or resale by you are excluded to the fullest extent permitted by law. Our prices are determined on the basis of the limits of liability set out in this condition.

11.2 All Goods shall be inspected at the time of delivery and any claim by you which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall be notified by you at the time of delivery. If you do not notify us accordingly, you shall not be entitled to reject the Goods and we shall have no liability for such defect or failure, and you shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.

11.3 Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to us within 12 months of the delivery or installation of the Goods as applicable in accordance with these Conditions, we shall be entitled to replace the Goods (or the part in question) free of charge or, at our sole discretion, refund to you the price of the Goods (or a

proportionate part of the price), but we shall have no further liability to you. We may at our complete discretion extend the warranty period as agreed between us in writing.

11.4 Except in respect of death or personal injury caused by the negligence of the Company or its employees or agents, we shall not be liable to you by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the contract between us, for any indirect, special or consequential loss or damage, loss of profit, costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Company or its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by you and our entire liability under or in connection with the contract between us shall not exceed the price of the Goods.

11.5 We shall not be liable to you or be deemed to be in breach of the contract by reason of any delay in performing, or any failure to perform, any of our obligations in relation to the Goods, if the delay or failure was due to any cause beyond our reasonable control.

## **12 Law**

12.1 The laws of England shall govern the contract made between us, and you agree to submit to the exclusive jurisdiction of the English courts.

## **13. Consumer**

13.1 Where the Goods are sold under a consumer transaction (as defined by the Consumer Transaction (Restrictions on Statements) Order 1976) the statutory rights of the consumer are not affected by these terms.

## **14. Third Party Rights**

14.1 The Contracts (Third Party Rights) Act 1999 shall not apply to the terms of this agreement and your obligations to the Company.

## **15. Waiver**

15.1 No waiver by us of any breach by you of any provision shall be deemed to be a waiver of any subsequent breach of that provision or any breach of any other provision.