



1. Incorporation of Terms & Conditions

1.1. These are the sole terms of sale of Sident Limited (the “Seller”) and shall govern all transactions between the Seller and the customer (the “Buyer”) save as otherwise expressly agreed in writing by the Seller. These terms & conditions apply in preference to and supersede any terms & conditions referred to, offered to or relied on by the Buyer whether in negotiation or at any stage in the dealings between the Seller and the Buyer in respect of any and all goods (the “Goods”) and services (the “Services”) supplied by the Seller to the Buyer.

2. Purchase of Goods & Services

2.1. Where the Seller so requires, only the signing by both the Buyer and the Seller of a written order shall legally bind the parties thereto in respect of the purchase by the Buyer of any Goods or Services.

2.2. Health Authorities must supply an official order number.

2.3. The Buyer will impose a minimum order value for Goods of £10 (excluding the cost of postage and packaging).

2.4. The Buyer hereby agrees that, in respect of any Goods which are capable of being routinely serviced and maintained by the Seller and for so long as such Goods are retained by the Buyer, the Seller will provide, and the Buyer will pay for, the Sellers standard service & maintenance package.

2.5. Where the Buyer orders non-stock goods, the Seller will require a signed purchase order. A re-stocking fee will be charged for any non-stock goods that are returned.

2.6. Where the Buyer has ordered Goods incorrectly, the Goods may be returned however a re-stocking fee will be charged

2.7. Any deposit is non-refundable unless otherwise agreed.

2.8 In the event that the scheduled installation date is postponed by more than seven (7) working days due to circumstances beyond the reasonable control of

the Seller—including, without limitation, force majeure events, governmental actions, delays in supply or transportation, labour disputes, or any other event not attributable to the Seller—the Buyer shall be obligated to remit, or authorise the remittance of, fifty percent (50%) of the total contract value within five (5) working days following written notification of such delay by the Seller. Such payment shall be deemed a part-payment of the total contract sum and shall be non-refundable, notwithstanding any further delays or changes to the installation schedule.

3. Payment

3.1. The Buyer shall pay for all Goods and/or Services within 30 days of the date of invoice unless the Seller states that it requires payment upfront. All prices will be given net in pounds sterling and are exclusive of all taxes, including VAT and import duties, and of all costs of delivery and insurance. Any queries relating to the Seller’s invoices should be made in writing by the Buyer within 10 working days of receipt of the Seller’s invoice. Services will be charged at the Seller’s then prevailing rate for travelling and working time. Parking fees and overnight accommodation (if any) will be charged at cost.

3.2. Capital equipment shall be paid by either lease or 7 days prior to installation.

3.3. Capital equipment projects shall be paid by either lease or “Payment Milestone” Seller will be entitled to invoice Buyer for the Purchase Price, and any costs payable by the Buyer in addition to the Purchase Price, including packaging, carriage, and delivery costs, following the Seller’s issue of the Sales Confirmation to the Buyer

3.4. If this Agreement provides for instalment payments of the Purchase Price, payments will be made per the following schedule (each a “Payment Milestone”):

a. 20% of the Purchase Price upon earlier of Seller being awarded project. or of the Purchase Order or the Sales Confirmation.



b. 60% of the Purchase Price upon delivery of the equipment.

c. 20% of the Purchase Price 10 days after completion of the equipment installation.

3.5. Interest will be charged by the seller on all invoices at 1.5 per cent compounded monthly from the date of the invoice. In the event that payment is made within 30 days of the date of invoice, such interest shall be waived. If any previous invoice from the Seller to the Buyer remains outstanding, the Seller may, without prejudice to any other rights it may have, refuse new orders, and delay or cancel the completion of outstanding orders.

3.4. In the event the Buyer is declared bankrupt or insolvent or compounds or makes any arrangement with its or his creditors or has distress levied against its or his goods or assets or has an Administrator, Receiver, Liquidator or Trustee in bankruptcy appointed the Seller shall have the right to suspend delivery of any Goods and/or Services notwithstanding any contrary agreement between the parties.

3.5. The Seller may, at its absolute and sole discretion, extend credit to the Buyer and the terms of such credit may be varied or cancelled by the Seller at any time. In order to allow the Seller to make a decision to extend or to continue to extend, credit the Buyer will supply such financial information about itself, and such references, as the Seller may reasonably require.

3.6. Any right of set off whatsoever in favour of the Buyer against the Seller is hereby excluded. The Buyer shall not make any deductions from any payments due to the Seller unless a credit note has been issued by the Seller to the Buyer.

4. Delivery

4.1. Delivery of any Goods and/or Services shall be made by the Seller at a point subsequent to the Seller agreeing to supply such Goods and/or

Services and it is hereby acknowledged that the Seller shall be entitled to a reasonable time from the date of such agreement in which to procure delivery of such Goods and/or Services.

4.2. The Seller will use its reasonable endeavours to arrange delivery of Goods by Next Day where orders are received before 2pm. The cost of delivery will be charged in accordance with the Seller's rates therefore at the time of delivery and such charges are subject to variation without notice. Same day delivery may also be available at an additional cost.

4.3. It is hereby agreed by the Buyer that the Buyer shall not be entitled to refuse delivery of either Goods or Services by virtue of any delay in delivery on the part of the Seller unless such delay shall be longer than [six] weeks from the date of acceptance of the order by the Seller.

4.4. In the event that the Buyer fails to take delivery of any Goods, the Buyer shall pay to the Seller an amount equal to the cost which would otherwise have been charged to the Buyer by the Seller in respect of the provisions of such Goods.

4.5. The Seller shall be responsible for the delivery of any Goods but shall not be responsible for the installation thereof.

4.6. The Seller hereby reserves the right to deliver Goods of a different specification to that agreed between the parties where, in the absolute and sole discretion of the Seller, it is reasonable to do so in all the circumstances and the Buyer will not be materially prejudiced thereby.

5. Returns

5.1. The Seller may, at its absolute and sole discretion, consent to the return of Goods by the Buyer to the Seller. The Buyer must obtain such consent in writing and the Goods must be current products in original condition and must be returned to the Seller freight pre-paid and at the Buyers risk.



5.2. Any returns are subject to a restocking charge of 10 per cent of the invoiced cost of the Goods (such charge being subject to a minimum amount of £10). Service items, printed circuit boards, pre-packed sealed units and special orders cannot be returned. The Goods must be returned to the Seller with proof of purchase. Warranty replacements are at the absolute discretion of the manufacturer.

5.3. The Buyer must in writing request consent to return Goods from the Seller within 7 days of delivery of the Goods. If the Seller does not receive such written request within 7 days of delivery or the Goods have been received by the Buyer for more than 30 days from delivery, the Seller retains the right to refuse to accept the return of the Goods.

5.4. In the event that the buyer cancels or defers the provision of Services by the Seller, the Seller shall be entitled to charge to the Buyer the costs of such cancellation or deferment.

5.5. Any refund will not include the cost of delivery postage and the return of goods will be at the Buyers cost. Where the Buyer has used a credit card to pay for Goods and the Goods have been returned, any refund will be reduced by a credit card surcharge of 3%.

6. Loss or Damage in Transit

6.1. Unless the Seller agrees with the Buyer to deliver Goods by the Sellers own transport (when risk shall pass to the Buyer at the time when the Goods, or the relevant part thereof, arrive at the place of delivery), risk in the Goods shall in all other cases (including delivery by Courier) pass at the time when the Goods, or the relevant part thereof, leave the Seller's premises so that the Goods shall be at the Buyer's risk immediately on delivery to the carrier and the Buyer must insure the Goods accordingly.

6.2. The Buyer shall have no claim against the Seller for shortages, and shall have no claim against the Seller for defects apparent on visual inspection, unless the Buyer makes a written complaint to the Seller within 7 working days of delivery of the Goods specifying the shortage or defect and, before any use or alterations of the Goods is made, allows the Seller a

reasonable time within which to inspect the Goods and investigate any complaint.

6.3. The buyer shall have no claim against the Seller for defects not apparent on visual inspection unless the Buyer makes a written complaint to the Seller within 10 working days of discovery of the defect and, before any further use or alteration of the Goods is made, allows the Seller a reasonable time within which to inspect the Goods and investigate any complaint.

6.4. If a complaint is not made by the Buyer to the Seller as provided in this clause 5 then the Goods shall be deemed to be in all respects in accordance with the agreement between the parties and the Buyer shall be bound to pay for the same accordingly.

7. Engineer Call Out

7.1. The Buyer may from time-to-time request from the Seller, an engineer call out for service or repair of Goods supplied under manufacturer's warranty or on a travel & labour basis. The Seller will invoice the Buyer for the engineer call out as appropriate at the prevailing rates.

7.2. In the event that the Buyer wishes to cancel an engineer call out, a notice of cancellation must be sent to the Seller at least 24 hours prior to the visit in writing. If the notice of cancellation is received within 24 hours, the Seller may invoice the Buyer for a minimum of one hour's travel and one hour's labour at the prevailing rates.

8. Exclusion of Liability

8.1. The Seller hereby accepts liability in the event of death or injury to any person arising out of the negligence of the Seller or its agents or employees.

8.2. To the extent permitted by law and subject to the provisions of clause 6.1 the Seller hereby excludes liability for any loss or damage whatsoever to Goods or any other goods or property of the Buyer arising in any way whatsoever including breach of contract, breach of any statutory provisions or implied terms



and/or as a result of negligence of the Seller or its servants or agents.

8.3. The Buyer shall not be entitled to make any claim in respect of defects or damage caused to light bulbs, fuses, heaters or consumables arising by reasons of fair wear and tear, improper installation or maintenance, accident or misuse.

8.4. The Seller shall not be liable in any event for any consequential or indirect losses suffered by the Buyer arising in any way whatsoever including without limitation to the generality of the foregoing from breach of contract in tort or as a result of the negligence of the Seller or its servants or agents and including any loss of income, loss of profits or loss of interest or opportunity.

8.5. In the event that the parties agree a date in writing as a variation to clause 3 above, and subject always to clause 6.6 below, then the Seller's liability for any delay in delivery of any Goods and/or Services shall be limited to a maximum of the aggregate sale price of the Goods and/or Services excluding VAT. The seller shall not be liable in any circumstances for any consequential or indirect losses incurred by the Buyer as a result of delayed delivery for whatever reason notwithstanding that a delivery date may have been agreed by the Seller.

8.6. The Seller shall not be liable for any failure of, or delay in, performance of any contract or part thereof in pursuance of these terms and conditions which is due wholly or partially to the imposition, application or enactment of any law or statutory regulation (whether of the United Kingdom or elsewhere) by any competent authority, strikes, lockouts, failure of other suppliers to supply the Seller, an act of God or natural disaster or other cause or occurrence beyond the control of the Seller.

8.7. All warranties in respect of any Goods and/or Services whether implied by statute or common law, made expressly or otherwise are hereby excluded to the extent permitted by law. The Seller does not guarantee any Goods and/or Services or the performance thereof in any way whatsoever save to the extent that the Seller shall pass on to the Buyer

the benefit of such guarantee and warranties (if any) as given to the Seller by manufacturer or supplier of any Goods.

9. Title

9.1. Legal and beneficial ownership of any Goods shall remain with the Seller until it has received payment in full thereof.

9.2. During such time as the Seller retains title to the Goods in accordance with clause 9.1 the Buyer acknowledges that it holds such Goods in a fiduciary relationship as the Seller's bailee and agrees that it will store such Goods so as to identify them as the property of the Seller and keep them at all times from any charge or encumbrance.

9.3. At any time prior to payment in full (whether or not more than 30 days have elapsed from the date of invoice) the Seller may retake possession of such Goods and may enter upon the Buyer's premises by its employees or agents for this purpose (and such action shall be without prejudice to any other rights of the Seller in respect of any Goods and/or Services) and it is provided that the Buyer shall accept in respect of all Goods repossessed in accordance with these terms and conditions any credit note raised or issued by the Seller in respect of value added tax or lawful charges or tariffs levied by the Seller on the Buyer in respect of Goods

10. General

10.1. This Agreement is the entire agreement between the Seller and the Buyer in respect of all transactions between the Seller and the Buyer and no variation of this Agreement shall be effective unless in writing and signed by the Seller. This Agreement replaces any relevant existing agreement between the Buyer and the Seller.

10.2. If the Seller agrees with the Buyer or a court of law determines that any provision of this Agreement is invalid, illegal or unenforceable the rest of this Agreement shall remain in full force and effect notwithstanding any such invalidity, illegality or unenforceability but the provision in question will be either changed by the minimum amount required to



make it valid, legal and enforceable or in the event that this is not possible, taken out altogether.

10.3. No delay or failure on the Seller's part to exercise or enforce any rights or remedies pursuant to the terms of this agreement shall constitute a waiver of such rights or operate to prejudice the exercise of any such rights at any time thereafter.

10.4. Any headings to clauses or sub-clauses are for convenience only and shall not affect the interpretation or construction thereof.

10.5. These terms and conditions shall be construed in accordance with and governed by English law and shall be subject to the jurisdiction of the English courts.