

TERMS AND CONDITIONS FOR SALE OF GOODS

1. INTERPRETATION

1.1 In these conditions:

RETAILER/AGENT means the person, firm or company entering into the Contract to purchase the Goods from the Distributor for resale to consumers;

CONDITIONS means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in Writing between the Retailer/agent and the Distributor ;

CONTRACT means the contract for the purchase and sale of the Goods between the Distributor and the Retailer/agent /Agent;

DELIVERY DATE means the date the Goods are to be collected by the Retailer/agent or if they are to be delivered the time of actual delivery and if the Retailer/agent wrongfully fails to take delivery of the Goods, the date that the distributor notifies the Retailer/agent that the Goods are ready for collection or, as the case may be, the Distributor tenders delivery of the Goods;

GOODS means the goods (including any installment of the Goods or any parts for them) which the Distributor is to supply in accordance with these Conditions;

DISTRIBUTOR means C&G Medicare Limited registered number 5949325 whose registered office is 44 Victoria Gardens, Neath, SA11 4BH, United Kingdom and whose warehouse distribution and correspondence address is C&G Medicare Ltd, Williams House, 11-15 Columbus Walk, Cardiff, CF10 4BY, United Kingdom

WEBSITE or SITE means www.incostress.com and www.candgmedicare.com any other websites which may be owned or controlled from time-to-time by the Distributor and which the Retailer/agent is authorized to access and use;

WRITING includes fax, electronic mail and comparable means of communication but not SMS.

1.2 Any reference in these conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. BASIS OF THE CONTRACT

2.1 Save where the Retailer/agent shall place an order with the Distributor verbally or via the Website (in which case it is the Retailer/agent /Agents responsibility to ensure the accuracy of the order), the Distributor shall sell and the Retailer/agent shall purchase the Goods in accordance with any written quotation of the Distributor which is accepted by the Retailer/agent or any written order of the Retailer/agent and which is accepted by the Distributor , subject in either case to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions subject to which any quotation is accepted or purported to be accepted, or any such order is made or purported to be made by the Retailer/agent /Agent.

2.2 The Distributor's employees or agents are not authorized to make any representations concerning the Goods unless confirmed by the Distributor in Writing. In entering into the Contract the Retailer/agent acknowledges that it does not rely on, and waives any claim for breach of Document any such representations, which are not so confirmed.

2.3 Any advice or recommendation(s) given by the Distributor or its employees or agents to the Retailer/agent or its employees or agents as to the storage installation application or use of the Goods which is not confirmed in Writing by the Distributor is followed or acted upon entirely at the Retailer/agent /Agent's own risk, and accordingly the Distributor shall not be liable for any such advice or recommendation which is not so confirmed.

2.4 Any typographical, clerical or other error or omission in any catalogue or other sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Distributor shall be subject to correction without any liability on the part of the Distributor .

3. ORDERS

3.1 No order submitted by the Retailer/agent shall be accepted or deemed to be accepted by the Distributor unless and until confirmed in writing by the distributor's authorized representative (and the issuing of an invoice by the Distributor to the Retailer/agent shall constitute acceptance in Writing).

3.2 The Retailer/agent shall be responsible to the Distributor for ensuring the accuracy of the terms of any order howsoever made, giving the Distributor any necessary information relating to the Contract within a sufficient time to enable the Distributor to perform the Contract.

3.3 If the Goods are to be manufactured or any process is to be applied to the Goods, the Distributor reserves the right to subcontract any of the manufacturing or other processes to a third party and shall not be liable for any increase in the costs of labour materials or other costs of manufacture, any change of delivery dates quantities or specifications caused by such subcontracting.

3.4 No Contract may be cancelled by the Retailer/agent except with the agreement in writing of the Distributor and on terms that the Retailer/agent shall indemnify the Distributor in full against all loss (including loss of profit), costs, damages, charges and expenses.

3.5 The Distributor reserves the right to undertake credit references and may suspend performance of the Contract or any other contract with the Retailer/agent if such references are unsatisfactory.

3.6 Each order submitted by the Retailer/agent shall constitute an order capable of acceptance by the Distributor. If the Distributor agrees that any such order shall constitute an order in circumstances where it is reasonable for the Distributor to act in reliance upon such order, such order becomes an order accepted by the Distributor and the Retailer/agent shall indemnify and keep the Distributor indemnified against all costs, damages, charges and expenses arising from such reliance by the Distributor if such order does not become an order capable of acceptance by the Distributor .

5. PRICE

5.1 The price of the Goods as between the Distributor and the Retailer/agent shall be the Distributor 's quoted price in writing, or where no price has been quoted or a quoted price is no longer valid, the price set out on the price list of the Distributor prevailing at the date on which the Goods are dispatched. All prices quoted are valid for 30 days or until earlier acceptance by the Retailer/agent , after which time they may be altered by the Distributor without giving notice.

5.2 The Distributor reserves the right to increase the price to reflect any increase in the cost to the Distributor which is due to any factor beyond the Distributor 's control, any change in delivery or performance dates, quantities or specifications which is requested by the Retailer/agent , or any delay caused by any instructions of the Retailer/agent or failure of the Retailer/agent to give the Distributor adequate information or instructions.

5.3 The Distributor reserves the right to impose a handling charge of 15% of the net price of the Goods where the Retailer/agent returns the Goods and such return is not due to any fault on the part of the Distributor .

5.4 The price is exclusive of any applicable value added tax, which the Retailer/agent shall be additionally liable to pay to the Distributor if within the UK. Overseas Retailer/agents are treated as export orders and tax is deducted.

5.5 Where Goods are to be delivered otherwise than at the Distributor's premises the price is inclusive of all transport, packaging and insurance provided that the order has the following net value;

UK Mainland Website Orders £300 Other Orders £300.00

N. Ireland Website Orders £350 Other Orders £300.00

Channel Islands Website Orders £350 Other Orders £300.00

If the net value of the order is lower than that stated above in relation to the appropriate method of ordering or the Retailer/agent requires delivery to the Republic of Ireland or outside of the UK and Channel Islands then the price of the Goods is exclusive of all transport, packaging and insurance costs and the Retailer/agent shall be liable for the costs of the same.

6. TERMS OF PAYMENT

6.1 The Distributor shall be entitled to invoice the Retailer/agent for the price including without limitation the VAT, transport, packaging and insurance costs referred to in clauses 5.4 and 5.5 on or at any time after the Delivery Date.

6.2 The Retailer/agent shall pre pay the price without any deduction or set-off on or before the Delivery Date. The time of payment of the price shall be of the essence of the Contract.

6.3 If the Retailer/agent fails to make any payment on the due date then, without prejudice to any other right or remedy the Distributor shall be entitled to:

6.3.1 suspend all or any further orders to the Retailer/agent made under that or any other contract with the Retailer/agent and in such event the Retailer/agent shall not be released from its obligations to the Distributor under that or any other contract or cancel the Contract or any other contract with the Retailer/agent and to claim damages from the Retailer/agent for breach of contract;

6.3.2 appropriate any payment made by the Retailer/agent to such part of the Contract or the Goods (or the goods supplied under any other contract between the Retailer/agent and the Distributor) as the Distributor may think fit (notwithstanding any purported appropriation by the Retailer/agent);

7. DELIVERY

7.1 Unless otherwise agreed in Writing by the Distributor, the Goods shall be delivered on the following basis;

UK Mainland to the Retailer/agent's place of business Ex works

7.2 Where the Goods are delivered to the Retailer/agent's premises the Retailer/agent shall be responsible for unloading the Goods and where the Distributor or its employees or agents carry out or assist the Retailer/agent, its employees or agents in such unloading the Retailer/agent shall indemnify and keep indemnified the Distributor against all liabilities including without limitation all loss, costs, charges and expenses arising from such unloading.

7.3 Where the Goods are delivered on an ex-works basis the Retailer/agent will take delivery of the Goods within 3 working days of the Distributor giving it notice that the Goods are ready for delivery.

7.4 Where the Goods are to be delivered to N. Ireland or the Channel Islands, or the Distributor has otherwise agreed to deliver the Goods outside the UK Mainland all Goods shall be delivered FOB the air or sea port of shipment and the Distributor shall be under no obligation to give notice under s32(3) of the Sale of Goods Act 1979. The Retailer/agent shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties thereon.

7.5 Any dates quoted for delivery of the Goods are approximate only and the Distributor shall not be liable for any delay howsoever caused. Time for delivery shall not be of the essence. If no dates are specified, delivery will be within a reasonable time.

7.6 Where the Goods are to be delivered in installments, each delivery or performance shall constitute a separate contract and failure by the Distributor to deliver or perform any one or more of the installments in accordance with these Conditions or any claim by the Retailer/agent in respect of any one or more installments shall not entitle the Retailer/agent to treat the Contract as a whole as repudiated.

7.7 Where the Goods are to be delivered on an ex-works basis the Retailer/agent will provide at its own expense adequate and appropriate equipment and manual labour for loading the Goods.

7.8 Where the Goods to be supplied are ex-stock, the Distributor reserves the right to delay delivery of ex-stock items until supplies of such goods are received by the Distributor, whereupon the Distributor shall deliver such items.

7.9 If the Goods (or any installment are not available on the Delivery Date) for any reason other than any cause beyond the Distributor's reasonable control or the Retailer/agent/Agent's fault, the Distributor shall be liable to the Retailer/agent and the Distributor's liability shall be limited to the excess, if any, of the reasonable cost to the Retailer/agent (in the cheapest available market) of similar goods to replace those not delivered over the price of the Goods.

7.10 If the Retailer/agent fails to take delivery of the Goods or fails to give the Distributor adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Retailer/agent/Agent's reasonable control or by reason of the Distributor's fault) then, without prejudice to any other right or remedy available, the Distributor may :-

7.10.1 Store the Goods until actual delivery and charge the Retailer/agent for the reasonable cost of storage, including insurance;

7.10.2 after the expiration of 3 months from the Delivery Date dispose of the Goods in such manner as the Distributor may determine; and

7.10.3 Suspend any further performance of the services under the Contract or any other contract.

7.11 Should the Retailer/agent require delivery of Goods at the weekend or outside normal business hours, the Retailer/agent shall be responsible for and agrees to indemnify and keep indemnified the Distributor against any additional delivery costs and expenses resulting from the delivery being at the weekend or outside normal business hours.

8. RISK AND PROPERTY

8.1 Save where clause 6.4 applies risk of damage to or loss of the Goods shall pass to the Retailer/agent on the Delivery Date.

8.2 Notwithstanding the passing of the risk in the Goods or any other provision of these Conditions the property in the Goods shall not pass to the Retailer/agent until the Distributor has received in cash or cleared funds payment in full of the price of the Goods and all other goods sold or agreed to be sold by the Distributor to the Retailer/agent under any other contract.

8.3 Until such time as the property in the Goods passes to the Retailer/agent/Agent, the Retailer/agent shall hold the Goods as the Distributor's agent or bailee, and shall keep the Goods separate from those of the Retailer/agent and third parties and properly stored, protected and insured and identified as the Distributor's property. Until such time as the property in the Goods passes to the Retailer/agent/Agent, the Retailer/agent shall be entitled to resell or use the Goods in the ordinary course of its business, but shall have a fiduciary duty to the Distributor to account for the proceeds of sale or otherwise of the Goods.



8.4 Until such time as the property in the Goods passes to the Retailer/agent /Agent, the Distributor shall be entitled at any time to require the Retailer/agent to deliver up the Goods to the Distributor and, if the Retailer/agent fails to do so forthwith, to enter upon any premises of the Retailer/agent or any third party where the Goods are stored and repossess the Goods and for that purpose the Retailer/agent hereby authorizes and licenses the Distributor , its officers, employees and agents to enter upon any land or building upon which the Goods are situated to recover those Goods.

8.5 The Retailer/agent shall not be entitled to or in any way charge by way of security for any indebtedness, any of the Goods which remain the property of the Distributor , but if the Retailer/agent does so all money owing by the Retailer/agent to the Distributor shall without prejudice to any other right or remedy of the Distributor forthwith become due and payable.

9. WARRANTIES AND LIABILITIES

THE RETAILER/AGENT 'S ATTENTION IS IN PARTICULAR DRAWN TO THE PROVISIONS OF THIS CLAUSE.

9.1 Subject as expressly provided in these Conditions, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

9.2 Any claim by the Retailer/agent which is based on any defect in the quality, condition or under-delivery of the Goods by more than 5%, whether or not delivery is refused by the Retailer/agent shall be notified to the Distributor within 3 days from the Delivery Date or, where the defect or failure was not apparent on reasonable inspection, within a reasonable time after discovery of the defect or failure and in any event within 7 days of discovery. If delivery is not refused, and the Retailer/agent does not so notify the Distributor , the Distributor shall have no liability for such defect or failure, and the Retailer/agent shall be bound to pay the price as if the Contract had been performed in accordance with its terms.

9.3 Where a valid claim is notified to the Distributor in accordance with clause 9.2 and Goods are to be returned to the Distributor they must be accompanied by a dispatch note quoting the original invoice number within 2 months of the Delivery Date. Goods that are soiled or damaged will not be accepted and physical acceptance of return by a sales representative shall not constitute legal acceptance by the Distributor.

9.4 Where any valid claim in respect of any of the Goods, which is based on any defect in the quality or condition is notified to the Distributor and Goods are returned in accordance with these Conditions, the Distributor shall be entitled to replace the Goods (or the part in question) free of charge or, at the Distributor 's sole discretion, refund to the Retailer/agent the price (or a proportionate part of the price) but the Distributor shall have no further liability to the Retailer/agent .

9.5 The Distributor shall not be liable to the Retailer/agent by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any consequential loss or damage (whether for loss of profit (usual or exceptional), product recall or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Distributor , its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods and the entire liability of the Distributor under or in connection with the Contract shall not exceed the price under the Contract, except as expressly provided in these Conditions.

9.6 The Distributor shall not be liable to the Retailer/agent or be deemed to be in breach of the Contract by reason of any delay in performing, any of the Distributor 's obligations if the delay or failure was due to any cause beyond the Distributor 's reasonable control.

9.7 Nothing in these Conditions shall exclude or limit the Distributor's liability for death or personal injury caused by the Distributor's negligence or for fraudulent misrepresentation.

Contract

9.10 The Contract shall be governed by the laws of England and Wales and the Retailer/agent agrees to submit to the exclusive jurisdiction of the Welsh Courts.