

TERMS AND CONDITIONS

1. **Preface:** Unless otherwise accepted by written agreement with **Mike Craven Medical Ltd.** Only these terms are accepted.
2. **Duties:** On placement of an order, by acceptance of a written quotation, the parties acknowledge that they are and intend to be legally bound by terms herein.
3. **Minimum Amount of Orders:** **Mike Craven Medical Ltd** reserves the right to charge a minimum order fee of fifteen pounds plus postage & Packaging.
4. **Shipping:** **Mike Craven Medical Ltd** accepts no liability for damage incurred after the goods have been signed for/accepted by the buyer.
5. **Complaints:** The buyer must examine the integrity and conformity of the goods immediately after their arrival and before they are used or altered in any way. Any complaints must be in writing and sent within 5 days of delivery. Claims for damages as a result of defective goods and peremptorily denied. No disputes shall give the buyer the right to suspend payment for the supply. Thus under no circumstance shall the buyer have the right to raise objections regarding supply unless goods are paid for in full.
6. **Merchandise Returns:** Each return of goods shall be previously authorised by a written agreement from **Mike Craven Medical Ltd**, within 30 days. Goods must be accompanied by a written description of the reason for return in accordance with current UK Law. Returns as a result of wrongful order or for reasons not chargeable to **Mike Craven Medical Ltd**, will be accepted only if the goods are returned to **Mike Craven Medical Ltd**, **Mike Craven Medical Ltd** in their pre-delivery condition. If the relative goods are found to be in perfect condition, the value will be credited to the buyer at the invoiced value less 22.5% as a contribution to checking, re-warehousing costs and administrative expenses.
7. **Payments:** Payments must be made in accordance with the relative invoice conditions.

When the payment date indicated has passed, **Mike Craven Medical Ltd**, reserves the right to charge interest at the Bank of England base rate plus 8%. The parties agree that any default in payments will end any agreement to pay by instalments and the full contractual price will become due immediately.

Interest of late Payments: If the customer fails to make a payment in accordance with the Agreement **Mike Craven Medical Ltd** shall be entitled, in addition to any unpaid amount that should properly have been paid, to add interest on that amount (accruing on a daily basis from the final date for payment until the date of full and final payment to **Mike Craven Medical Ltd**, whether before or after judgement. Such interest shall be calculated at a rate of 8% per month above the Bank of England base rate which is current at the date that payment became overdue. [It is agreed that the provisions of this clause constitute a substantial remedy for the purposes of section 9 (1) of the late payment of commercial debts (Interest) act 1998]
8. **Reservation of Ownership:** **Mike Craven Medical Ltd** shall have exclusive ownership of the delivered merchandise until payment has been made in full.
9. **Warranty:** The **Mike Craven Medical Ltd** is one of continuous and ongoing development and as such reserves the right to change the specification of its models at any time.
10. **Additional:** **Mike Craven Medical Ltd**, will in the first twelve from date of purchase, repair or replace free of charge any parts* Inclusive of labour which prove to be defective.

Mike Craven Medical Ltd will not be liable in the event that the buyer has failed to adhere to the instructions and safety guidelines contained in the manual or any additional instruction guidelines or labels on the equipment or provided separately.