

Definitions

- a] "Company" means Farla Medical Ltd (Company Number 4776615) whose registered office is at 5 North End Road, London, NW11 7RJ
- b] "Customer" means the person, firm, company or other legal entity (including without limitation any hospital, prison, wholesaler or government agency) placing an order with the company.
- c] "Items, Products, Items, Orders" means all those items and materials that are supplied to the Customer by the Company under the Contract.
- d] "Conditions" means these Conditions.

Words in the singular shall include the plural and vice-versa.

The headings in these conditions are intended for reference only and shall not affect their construction.

These Conditions shall apply to and govern all contracts for the sale of items entered into by the Company. Any deviations or amendments to these Conditions must be accepted by the "Company" in writing. These Conditions shall be deemed to be incorporated in any quotation received from the Company, and the Customer's own Conditions shall not be regarded as a counter offer. No employee, representative or sales person has the Company's authority to vary, amend or waive any of these Conditions on behalf of the Company and no amendment or additions to any of these Conditions shall be deemed to have been accepted unless accepted in writing by a director of the Company or set out as a special condition within the order confirmation.

Items are sold on the understanding that they will be used for their intended purpose. No responsibility will be accepted by the Company, for trained or untrained personnel without qualified supervision using or misusing equipment supplied by the Company.

The Company takes special care to show correct sizes, specifications, descriptions and pricing. All colours are as near as the printing process will allow. These are given as a guide and in good faith, however they are subject to alteration by the Supplier or Company without notice.

1. General

- 1.1] For the avoidance of doubt, nothing in this agreement shall confer on any third party any benefit of the rights to enforce any terms of this agreement.
- 1.2] All offers in this catalogue are subject to stock availability, prices are correct at the time of going to print 1st January 2017 and are subject to change. In the event that Company is unable to supply the items, the Customer will be informed as soon as possible, offered an alternative or offered a full refund should the Company already received payment for those items.
- 1.3] Telephone calls received by the Customers ordering process and customer support departments may be monitored for quality control, staff training and service improvement purposes.
- 1.4] Customers entering into transactions with the Company warrant that they are authorised to accept and are accepting these Conditions.

Pharmaceuticals

- 1.5] Due to Medical Regulations, the Company cannot accept any pharmaceutical product returns.
- 1.6] Orders for Pharmaceuticals or Prescription Only Medicines (POM) are accepted on a 30 day invoice account only. All new accounts will require a BMA registered Doctor or Prescribing Nurses Signature. The Company may accept credit card payment for POM providing a 30 day invoice account has been previously set up.
- 1.7] Cold chain pharmaceutical may be subjected to an additional £5.00 carriage subcharge

2. Representations

- 2.1] The Customer acknowledges that neither the Company nor its employees have any professional or medical qualifications to advise as to the fitness for purpose or suitability of products. Except as expressly stated in writing, the Company makes no representation as to the fitness of purpose or suitability of any items sold for any purposes whatsoever. The Customer acknowledges that no representations have been made by the Company other than those incorporated in the Company's catalogue / quotations.
- 2.2] Visuals and images in this catalogue (in some instances) are for illustrative purposes only and the Company cannot be held liable or responsible for such images or changes that may occur in product design.

3. Quotations and Proposals

- 3.1] A quotation by the Company shall not constitute an offer and there shall be no binding contract until the Company has accepted the order by fulfilling the order. A quotation shall be valid only for the period stated, and if no period is stated this is deemed to be for 30 days from the date of quotation.
- 3.2] The Company reserves the right to alter any specification or any items and to withdraw the availability of any items without notification.
- 3.3] Unless otherwise specifically stated, all prices quoted by the Company are exclusive of VAT, which shall be due at the prevailing rate on the date of the Company's invoice to the Customer.
- 3.4] Some deliveries may incur additional delivery charges.

4. Overseas / International Orders

- 4.1] The Company welcomes orders from anywhere in the world. Carriage will vary on destination, weight and method of shipment. Please contact the Company's Sales Team on 0345 193 5 193 or sales@farla.co.uk for further details and information.
- 4.2] When ordering items for delivery outside the United Kingdom the Customer may be subject to import duties and taxes which are levied once the items reach the specified destination. The Customer will be liable for all charges incurred. It is the Customer's responsibility to comply with the laws and regulations in the country of destination.

5. Dispatch and Delivery

- 5.1] The Company will use every endeavour to dispatch items within 24 hours of receiving an order using the most appropriate route. This is subject to stock availability, timing and certain regulations or Bank Holidays. The Company cannot accept any responsibility for transport delays causing late delivery.
- 5.2] The items will be delivered to the address stated by the Customer or on the Customer's record and it is deemed the responsibility of the Customer to confirm the details, advise of any special delivery requirements (opening times, restricted entrances, stairs, etc) at the time of order placement. The Company cannot accept any liability as a consequence of lack of information supplied by the Customer.
- 5.3] UK orders over £100 (net) are dispatched free of charge. The Company reserves the right to change this at any time at its sole discretion.
- 5.4] Additional carriage charges may apply to certain destinations in the UK, such as the Channel Islands, Scottish Highlands and others.
- 5.5] Additional carriage charges may apply on the following items: portable, hydraulic and electric couches, large chairs, reception desks and other large and heavy furniture items
- 5.6] Extra handling charges may be incurred for re-dispatched parcels.
- 5.7] Estimated delivery dates are quoted in good faith but shall not be binding.
- 5.8] Furniture orders can take up to 8 weeks to be delivered, or up to 12 weeks for special order items.
- 5.9] In case of non-delivery, Customers must advise the Company within 7 working days of the date of the invoice or dispatch confirmation so that the Company can investigate and ascertain the location of the items. The Company will not accept claims that are not made within 7 working days.

6. Cancellations and Variations

- 6.1] The Company will use all reasonable endeavours to meet the Customer's requirements. The Customer has a statutory right to cancel an order within 14 days, notwithstanding special ordering requirements as per Clause 9.2. The Company shall be under no obligation to accept cancellation or other amendment to any order or part thereof. When the Company agrees such a cancellation / amendment, it is on the understanding that Clause 9 may be levied at the Company's discretion.
- 6.2] No cancellation, suspension or variation by the Customer of any order submitted to the Company shall be valid unless agreed by the Company in writing.
- 6.3] The Company reserves the right to charge a cancellation / restocking fee of up to 25% of the net value of the items as a condition of their agreement.
- 6.4] Other restocking fees may apply and these are subject to Manufacturer or Supplier Conditions. As part of the conditions of doing business, these will be passed onto the Customer.

7. Prices and Payment

- Prices are correct at time of going to print. The Company reserves the right to amend the price of items at any time without notice.
- 7.1] All prices shown in this catalogue exclude VAT. Any Customer or Organisations exempt from VAT must provide a validated certificate or declaration at time of ordering.
- 7.2] The final price to be paid by the Customer shall be shown on the Company's invoices[s].
- 7.3] For items purchased on account, payment of invoices is due within 30 days of the date of the Company's invoice.
- 7.4] Payments are accepted by BACs, Cheque, Visa, MasterCard, Debit Card or PayPal.
- 7.5] If the Customer defaults in paying any sum as and when it becomes due, the Company shall have the right to suspend all further account activity until the default is made good and / or to cancel the contract so far as any items remaining to be delivered thereunder. The Company reserves the right to restrict or refuse credit terms or credit account applications at any time.
- 7.6] The Company reserves the right to place any account on hold if there are overdue invoice[s] on the account.
- 7.7] Any bank charges incurred by the Company in respect of dishonoured cheques will be payable by the Customer.
- 7.8] In the event that the Customer fails to pay any monies by the due date, all monies payable by the Customer shall become immediately due and payable. The Company shall be entitled to charge interest on outstanding monies both before and after Judgment from the due date to the date of actual payment at the rate of 4% per annum over the base rate. Where the circumstances of the parties are such that the Late Payment of Commercial Debts Act 1998 is applicable, the Company may choose to charge interest at the maximum rate permissible under that Act. The Customer shall also indemnify the Company against expenditure on all costs of recovery including without limitation legal fees, costs and disbursements reasonably incurred.
- 7.9] All items remain the property of the Company until paid for in full.

8. Title and Risk

1. The risk in the items sold to the Customer shall pass to the Customer on tender of delivery.
2. Title to the items sold shall not pass to the Customer until the earlier of:
 - i. the Company receives payment in full (in cash or cleared funds) for the items sold and any other items that the Company has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums; and
 - ii. the Customer resells the Goods, in which case title to the Goods shall pass to the Customer at the time immediately before the resale occurs.
3. Until title to the items sold has passed to the Customer, the Customer shall:
 - i. store the items sold separately from all other goods held by the Customer so that they remain readily identifiable as the Company's property;
 - ii. not remove, deface or obscure any identifying mark or packaging on or relating to the items;
 - iii. maintain the items in satisfactory condition and keep them insured against all risks for their full price from the date of delivery; and
 - iv. give the Company such information relating to the items as the Company may require from time to time.
4. If before title to the items sold passes to the Customer the Customer breaches these terms and conditions, then, without limiting any other right or remedy the Company may have:
 - i. the Customer's right to resell the items or use them in the ordinary course of its business ceases immediately; and
 - ii. the Company may at any time:
 - a. require the Customer to deliver up all items in its possession that have not been resold, or irrevocably incorporated into another product; and
 - b. if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the items are stored in order to recover them.

9. Returns

- 9.1 Items are not supplied on a sale or returns basis. Return of non-faulty items will only be accepted at the sole discretion and with the written permission of the Company.
- 9.2 Items specifically ordered, confirmed or made as per the Customer's own specifications will not be accepted for return unless faulty in accordance with the Company's Conditions and at their sole discretion. Cancellation terms as per Clause 6 will apply.
- 9.3 All items must be checked by the Customer at the time of delivery as a signature on a delivery or consignment note will constitute acceptance.
- 9.4 In the event that the Customer is not satisfied with the items, and the items are not defective, the Company reserves the right to accept the return or reject the items at its absolute discretion.
- 9.5 If items are accepted for return, acceptance is subject to the Customer accepting and following the procedure and conditions:
 - (a) The Customer must telephone the Company's Customer Service Team on 0345 193 5 193 and advise the reason for their return.
 - (b) The intention to seek a return of the items must be confirmed in writing to the Company no later than 3 working days from the date of delivery where the damage or defect should be apparent or within 5 working days where the defect or damage is not apparent on reasonable inspection
 - (c) The Company will provide a PRF (Product Returns Form) which must accompany the items. Failure to complete the PRF in full and return within the specified time period as indicated on the PRF will result in delays in processing the return and will render any claims for credit null and void. The Company reserves the right to request photographic evidence. Misrepresentation of claims and damage of items will result in all returns and claims being null and void.
 - (d) Should the Company be deemed to be at fault, the Company will organise and be liable for costs incurred in the return of the product. Should the error be that of the Customer, it is the Customer's responsibility and at their cost to organise and ensure the return of the items. The Company is able to assist with and organise the return of small items at a cost of £12.50 from the UK Mainland. Please contact the Company for further details.
 - (e) The Company accepts no responsibility for returned items lost or damaged during transit.
 - (f) Items must be returned unopened and with the original packaging intact.
 - (g) Under no circumstances will items be accepted for return if they are damaged, subject to improper handling or abuse, have been partly opened or used or the seals and labels removed or tampered with.
 - (h) Items received back in a non-resaleable condition will not be credited.
 - (i) Should Stock items e.g. Farla Own Brand and other smaller items (at the Company's discretion) be found to be in a non-resaleable condition, these may or may not be credited at the Company's discretion. Under no circumstances will credit be given on Non-Stock items e.g. (but not limited to) furniture, fridges, bags, lighting and other large equipment, unless agreed by the Company and the Supplier(s).
 - (j) The Company reserves the right to apply a handling charge/restocking fee of between 5% and 40% of the value of the items as per the Company's agreement with the Supplier and / or a minimum handling charge of £15.00 for all cancellations, amendments and non-faulty returned items.

(k) Due to medical regulations, the Company will not accept any pharmaceutical product returns as per Clause 1.3.

(l) Goods requiring temperature-controlled storage are not returnable at the Company's discretion.

9.6 In the event that an item is defective within the meaning of the Sale of Items Act 1979 [as amended] the Company reserves the right to replace or repair the items as an alternative to refunding the cost, at its absolute discretion.

10. Warranty and Liability

- 10.1] The Company shall not in any way whatsoever be liable for indirect or consequential loss or damage, being loss or damage which does not directly and naturally flow from the supply of items or materials, including without limitation, loss of profits, loss of use, overhead costs, collateral damage or of contracts arising out of the supply or failure to supply items or services by the Company [other than liability for death or personal injury resulting from the negligence of the Company] and whether arising from the breach of contract, negligence or for any other liability whatsoever and 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 of the items forming the subject of the claim or claims.
- 10.3] No liability for such direct losses or damages shall attach to the Company unless details of such losses are notified to the Company in writing within 3 days of the date of delivery of the items, 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 non-delivery, it is a condition of acceptance of any claim that claims are notified to the Company within 7 days of the anticipated delivery date so that appropriate action can be pursued by the Company.
- 10.4] Items are supplied according to the warranties, descriptions and specifications in the relevant catalogues, marketing materials or operating instructions from either the Company, the Supplier or the Manufacturer. The Company shall not be liable for any breach of warranty where the items have been altered in anyway whatsoever, improperly installed or operated, damaged by fire, water, smoke or chemicals, daily usage or any maintenance requirements not complied with by the Customer.
- 10.5] Warranties do not constitute product insurance.

11. Specials Offers, Price Match Promise and Loyalty Programme

- 11.1]. Special Offers : Special offers and discounts are not available in conjunction with any other offers.
- 11.2]. Price Match Promise : The Price Match Promise (PMP) is only applicable to equipment and consumables. It is available on only like for like products with evidence provided (this excludes verbal or any other non written agreements) to ensure that the same operational and delivery procedures are in place. The PMP excludes pharmaceuticals.
- 11.3]. Loyalty Scheme (FarlaFair) : Conditions relating to the Company's Loyalty Scheme are set out in a separate Conditions schedule. The rewards are subject to change and Customers will be notified accordingly.

12. Use of Information and Privacy

The Company confirms that any personal Information which the Customer provides is held in accordance with UK Data Protection and Consumer legislation. The Company will use Customer's information for the management of credit scoring, database administration of order placement and processing, customer and product analysis, and unless advised otherwise to notify the Customer of products or special offers. The Company will monitor and record calls as described in Clause 1.

To provide the highest level of customer service we need accurate customer information. You can help by informing us whenever your circumstances change.

You can ask us to update or delete incorrect personal information about you by emailing us or by writing to us at our postal address which can be found by clicking on contact us. However, please note that we may need to keep some personal data in order to carry out any services or provide any goods you may request in the future.

Detailed information about your rights under UK Data Protection legislation can be found on the website of the United Kingdom Information Commissioner, the address of which is (as at the date of this Privacy Policy) <http://www.ico.gov.uk>. The telephone number of the Information Commissioner's Office is 01625 545 700 (or (44) 1625 545 700 if phoning from outside the United Kingdom.)

13. Force Majeure

If the Company is hindered or prevented from fulfilling any contractual obligation due to any cause beyond its reasonable control or by its inability to produce any items, the Company may at its absolute discretion delay the performance of or cancel the whole or any part of the contract without incurring any liability whatsoever.

14. Jurisdiction

These Conditions and all contracts entered into are governed by and are to be construed in accordance with the laws of England and Wales. You agree to submit to the jurisdiction of the Courts of England and Wales in relation to any contract entered into under these Conditions.