

BLUEPRINT DENTAL EQUIPMENT LTD

Terms & Conditions Of Sale

1 Definitions

In these conditions, unless the context requires otherwise:

- 1.1 'Buyer' means the person who buys or agrees to buy the Goods from the Seller;
- 1.2 'Conditions' means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Seller;
- 1.3 'Delivery Date' means the date specified by the Seller when the Goods are to be delivered;
- 1.4 'Delivery Costs' means the cost of delivery of the Goods to the Buyer including (but not limited to) the cost of packing carriage and insurance;
- 1.4 'Goods' means the articles which the Buyer agrees to buy from the Seller;
- 1.5 'Price' means the Seller's quoted price for the Goods excluding VAT; and
- 1.6 'Seller' means Blueprint Dental Equipment Limited.

2 Conditions applicable

- 2.1 These Conditions shall apply to all contracts for the sale of Goods by the Seller to the Buyer to the exclusion of all other terms and conditions including any terms or conditions which the Buyer may purport to apply under any purchase order, confirmation of order or similar document.
- 2.2 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Conditions.
- 2.3 Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions.
- 2.4 Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.

3 Price and payment

- 3.1 Payment of the Price and VAT and the Delivery Costs shall be due within 30 days of the date of the invoice(s). Time for payment shall be of the essence.
- 3.2 The Seller shall not be bound to deliver the Goods until the Buyer has paid for them. If the seller chooses to rely on this clause it shall notify the Buyer before the Delivery Date. In such a case payment shall be due before the Delivery Date and time for payment shall be of the essence. Differences between the estimated Delivery Costs and the actual Delivery Costs shall be reimbursed or invoiced in accordance with 3.1, as appropriate.
- 3.3 Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 8% above HSBC plc's base rate from time to time in force and shall accrue at such a rate after as well as before any judgment.
- 3.4 If the Buyer fails to make full payment on the due date then without prejudice to any of the Seller's other rights the Seller may:
 - 3.4.1 suspend or cancel deliveries of any articles due to the Buyer; and/or
 - 3.4.2 appropriate¹ any payment made by the Buyer to such of the Goods (or Goods supplied under any other contract with the Buyer) as the Seller may in its sole discretion think fit.

4 The Goods

The quantity and description of the Goods shall be as set out in the Seller's quotation.

5 Warranties and liability

The Seller warrants that the Goods supplied will at the time of delivery correspond to the description given by the Seller. Except where the Buyer is dealing as a consumer (as defined in the Unfair Contract Terms Act 1977 Section 12 as amended and/or the Unfair Terms in Consumer Contracts Regulations 1999 Regulation 3(1)) all other warranties, conditions or terms relating to fitness for purpose, quality or condition of the Goods, whether express or implied by statute or common law or otherwise are excluded to the fullest extent permitted by law. This term does not exclude or restrict the liability of the seller towards any buyer who is a consumer within the Unfair Terms in Consumer Contracts Regulations 1999 or the Unfair Contract Terms Act 1977. Further, nothing in this clause excludes or restricts the liability of the seller for fraud, or for death or personal injury caused by its negligence in the course of its business.

6 Delivery of the Goods

- 6.1 Delivery of the Goods shall be made to the Buyer's address on the Delivery Date. The Goods may be delivered in advance of the Delivery Date upon the giving of reasonable notice to the Buyer. The Buyer shall make all arrangements to take delivery of the Goods whenever they are tendered for delivery.
- 6.2 The Seller may deliver the Goods by separate instalments. The failure or refusal of the Buyer to take delivery or to pay for any one or more of the said instalments of the Goods on the due dates shall entitle the Seller (at the sole option of the Seller):
 - 6.2.1. Without notice to suspend further deliveries of the Goods pending payment by the Buyer; and/or
 - 6.2.2 To treat this contract as repudiated by the Buyer.
- 6.3 The Seller shall not be liable for any loss or damage whatever due to failure by the Seller to deliver the Goods (or any of them) promptly or at all.
- 6.3.2 Notwithstanding that the Seller may have delayed or failed to deliver the Goods (or any of them) promptly the Buyer shall be bound to accept delivery and to pay for the Goods in full provided that delivery shall be tendered at any time within 3 months of the Delivery Date.
- 6.4 The Buyer must notify to the Seller any loss or damage to the Goods within 24 hours of receipt and the Goods shall be held for inspection to enable a claim to be made on the carrier.
- 6.5 Notwithstanding the Sale of Goods Act 1979 Section 35A (1), acceptance of some of the Goods by the Buyer, whether conforming to the contract or not, shall deprive the Buyer of the right to reject the rest of the Goods, whether they conform to the contract or not.
- 6.6 If the Buyer properly rejects any of the Goods which are not in accordance with the contract the Buyer shall nonetheless pay the full Price for such Goods unless the Buyer promptly gives notice of rejection to the Seller and at the Buyer's cost returns such Goods to the Seller before the date when payment of the Price is due.
- 6.7 No Goods delivered to the Buyer which are in accordance with the contract will be accepted for return without the prior written approval of the Seller on terms to be determined at the absolute discretion of the Seller.
 - 6.7.1 If the Seller agrees to accept any such Goods for return the Buyer shall be liable to pay a handling charge of 10% of the invoice price. Such Goods must be returned by the Buyer carriage-paid to the Seller in their original shipping carton.

6.7.2 Goods returned without the prior written approval of the Seller may at the Seller's absolute discretion be returned to the Buyer or stored at the Buyer's cost without prejudice to any rights or remedies the Seller may have

7 Acceptance of the Goods

- 7.1 The Buyer shall be deemed to have accepted the Goods 24 hours after delivery to the Buyer.
- 7.2 After acceptance the Buyer shall not be entitled to reject Goods which are not in accordance with the contract.

8 Title and risk

- 8.1 The Goods shall be at the Buyer's risk as from delivery.
- 8.2. In spite of delivery having been made property in the Goods shall not pass from the Seller until:
 - 8.2.1 The Buyer shall have paid the Price plus VAT in full; and
 - 8.2.2 No other sums whatever shall be due from the Buyer to the Seller.
- 8.3 Until property in the Goods passes to the Buyer in accordance with clause 8.2 the Buyer shall hold the Goods and each of them on a fiduciary basis as bailee for the Seller. The Buyer shall store the Goods (at no cost to the Seller) separately from all other goods in its possession and marked in such a way that they are clearly identified as the Seller's property.
- 8.4 Notwithstanding that the Goods (or any of them) remain the property of the Seller the Buyer may sell or use the Goods in the ordinary course of the Buyer's business at full market value for the account of the Seller. Any such sale or dealing shall be a sale or use of the Seller's property by the Buyer on the Buyer's own behalf and the Buyer shall deal as principal when making such sales or dealings. Until property in the Goods passes from the Seller the entire proceeds of sale or otherwise of the Goods shall be held in trust for the Seller and shall not be mixed with other money or paid into any overdrawn bank account and shall be at all material times identified as the Seller's money.
- 8.5 The Seller shall be entitled to recover the Price (plus VAT) notwithstanding that property in any of the Goods has not passed from the Seller.
- 8.6 Until such time as property in the Goods passes from the Seller the Buyer shall upon request deliver up such of the Goods as have not ceased to be in existence or resold to the Seller. If the Buyer fails to do so the Seller may enter upon any premises owned occupied or controlled by the Buyer where the Goods are situated and repossess the Goods. On the making of such request the rights of the Buyer under clause [0.4] shall cease.
- 8.7 The Buyer shall not pledge or in any way charge by way of security for any indebtedness any of the Goods which are the property of the Seller. Without prejudice to the other rights of the Seller, if the Buyer does so all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable.
- 8.8 The Buyer shall insure and keep insured the Goods to the full Price against 'all risks' to the reasonable satisfaction of the Seller until the date that property in the Goods passes from the Seller, and shall whenever requested by the Seller produce a copy of the policy of insurance. Without prejudice to the other rights of the Seller, if the Buyer fails to do so all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable.
- 8.9 The Buyer shall promptly deliver the prescribed particulars of this contract to the Registrar in accordance with the Companies Act 1985 Part XII as amended. Without prejudice to the other rights of the Seller, if the buyer fails to do so all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable.

9 Remedies of Buyer

- 9.1 Where the Buyer rejects any Goods then the Buyer shall have no further rights whatever in respect of the supply to the Buyer of such Goods or the failure by the Seller to supply Goods which conform to the contract of sale.
- 9.2 Where the Buyer accepts or has been deemed to have accepted any Goods then the Seller shall have no liability whatever to the Buyer in respect of those Goods.
- 9.3 The Seller shall not be liable to the Buyer for late delivery or short delivery of the Goods.
- 9.4 The Seller shall be under no liability whatever to the Buyer for any indirect loss and/or expense (including loss of profit) suffered by the Buyer arising out of a breach by the Seller of this contract.
- 9.5 In the event of any breach of this contract by the Seller the remedies of the Buyer shall be limited to damages. Under no circumstances shall the liability of the Seller exceed the Price of the Goods.
- 9.6 In the event that the Buyer declines to accept the Goods in breach of this contract the Buyer shall pay to the Seller as and by way of agreed liquidated damages an amount equal to the price of the Goods less the net proceeds received by the Seller on reselling the Goods after deducting the costs and expenses of resale.

10 Termination, Cancellation and Suspension

- 10.1 If the Buyer shall purport to cancel or suspend the whole or any part of any contract with the Seller the Seller may by notice in writing to the Buyer elect to treat the contract as repudiated and on receipt of such notice the Buyer shall be liable to pay to the Seller by way of liquidated damages a sum equal to all expenses incurred by the Seller in connection with the Contract including a sum for administrative overheads, costs (including manufacturer re-stock charges and cancellation fees) and loss of profit. The Seller's estimate of the expenses incurred shall be final and binding on the parties.
- 10.2 If for any cause beyond its control the Seller is unable to deliver on the applicable date or perform any of its other obligations under this Contract the Seller may by notice in writing to the Buyer terminate or suspend performance of this Contract in respect of any one or more deliveries without liability for any loss or damage incurred by the Buyer.

11 Proper law of contract

This contract is subject to the law of England and Wales.