



Established 1848

## BRAUN & COMPANY LTD.

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### Terms and Conditions

#### 1. Definitions and Interpretation

In this document the following words shall have the following meanings:

1.1 "Company" means Braun and Company Limited of Units 11B/C Harrier Road, Humber Bridge Industrial Estate, Barton upon Humber, North Lincolnshire, DN18 5RP.

1.2 "Customer" means the organisation or person who purchases goods or services from the Company.

1.3 "Contract" means a contract under the terms of which the Company is liable to supply goods and/or services of any description.

#### 2. Retention of Title

2.1 All Goods supplied by the Company to the Customer shall remain the property of the Company until such time as the Company receive payment in full for the Goods and of all other moneys due to the Company from the Customer. Until such payment as aforesaid, is received, the Customer shall maintain the separate identity of those Goods. After delivery of the Goods to the Customer or his nominated sub-purchaser, the Goods shall be at the Customer's risk and the Customer shall insure those Goods against loss or damage.

2.2 Until such time as title in the Goods shall pass to the Customer in accordance with the foregoing provisions, the Company shall be entitled at any time to repossess the Goods whether with or without notice and the Company and its employees or agents shall have the right at any time to enter upon the premises of the Customer for the purpose of effecting such repossession.

#### 3. Prices and Quotations

3.1 Quotations and authorisations in writing alone shall bind the Company: they remain valid for 30 days from their date of issue unless otherwise stipulated, and then they will expire, unless renewed in writing by the Company.

3.2 Unless the Company stipulates, or agrees otherwise, the Company's prices are ex-works prices.

3.3 The Company's list prices are subject to alteration without notice.

3.4 Quoted prices relate to the quantity of the Goods quoted for, and may not be applicable if a different quantity of Goods is ordered.

3.5 Unless another currency is specified all prices shall be in Pounds Sterling (£).

3.6 Value Added Tax will be charged where applicable.



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## **4. Contracts**

4.1 A Contract shall not come into existence until the Company despatches its written acceptance of the Customer's order, or commences delivery of the goods, whichever shall occur the sooner.

4.2 The terms and conditions of the Contract shall be such as are contained in the Company's quotation together with these general conditions of sale and such other terms and conditions as the Company may stipulate or agree to.

4.3 The terms and conditions of the Contract shall be limited to such as are expressed in writing, to the exclusion of all oral expressions whether of advice, opinion or otherwise.

4.4 Where a term of an estimate or quotation, or any other express term of Contract is found to be conflict with any or more of these general conditions of sale, the terms of the quotation or the other express term of the Contract, as the case may be, shall, unless the context otherwise requires, prevail.

4.5 The Customer acknowledges that he has not been induced to enter into the Contract by any representation made by or on behalf of the Company, except such as may be contained in, or endorsed by the terms of the Contract.

4.6 The Company's general conditions are subject to alteration.

## **5. Payment**

5.1 The Company's invoices are due for payment strictly in accordance with the terms shown on the acknowledgement of the order and the invoice.

5.2 Except as the Company's quotation may provide, no discounts are allowable, or may be taken, against amounts invoiced by the Company, nor shall the Customer be entitled to any commission or rebate in respect thereof, and this notwithstanding any previous course of dealing between the Company and the Customer.

5.3 When payment of any of the Company's invoices is overdue, the Company may suspend its performance of the Contract to which the invoice relates and/or of any other Contract then subsisting between the Company and the Customer for the period until the invoice is paid.

5.4 The Company reserves the right to charge interest in the case of any invoice being overdue.

## **6. Force Majeure**

6.1 For the purposes of this Article the following definition shall apply: "Force Majeure" means any cause which could not be expected, avoided and overcome by either party including but not limited to actions of the Government of either party, withdrawal or refusals to renew export or import licenses or approvals, fire, flood, typhoon, tornado, snowstorm, earthquake, war, civil commotion, riot, strike, embargo, terrorism, hostilities, any local or national emergency and so on.

6.2 The affected party shall advise in written form the other party immediately it becomes aware of the occurrence of Force Majeure and within fifteen (15) working days thereafter the affected party shall send by courier to the other party for its acceptance a certificate of Force Majeure issued by the competent authority where Force Majeure occurs as evidence thereof.

6.3 In case the affected party fails to perform any of its obligations under this Agreement due to the event of Force Majeure, subject to Article 6.2 above, the affected party shall not



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bear liability and a reasonable extension of time equal to the duration of the Force Majeure shall be allowed.

6.4 The affected party shall inform in written form the other party of the termination or elimination of Force Majeure as soon as possible. If the Force Majeure event subsists for over ninety (90) days or the Force Majeure event makes the affected party impossible to perform part of the Agreement, the parties should amend or terminate this Agreement through friendly negotiation.

## **7. Delivery**

7.1 Delivery shall be in accordance with Incoterms 2010.

7.2 Delivery dates are quoted in good faith and as accurately as possible, but not guaranteed.

7.3 When the Company is required to deliver Goods, the Company shall have the sole discretion as to the mode of transport to be adopted.

7.4 Goods held by the Company pending delivery instructions may be subject to a storage charge.

7.5 The Company may deliver Goods by instalments.

## **8. Non-Delivery and Damage in Transit**

8.1 Claims for non-delivery, shortage in delivery and damage in transit will be entertained only if the Customer has observed whichever of the following procedures is appropriate:

- Examination of the Goods immediately on delivery in order to establish any loss or damage. In the event of apparent damage or shortage make a reservation on the Consignment Note/Delivery Note stating nature and cause of loss or damage. This reservation is to be followed up by a written claim to the Carriers, Hauliers or other Third Parties. If the loss or damage was not apparent at the time of taking delivery, give notice in writing to the Carriers, Hauliers or other Third Parties within 3 days of delivery.
- On delivery of container consignments ensure that a responsible official examines the container and its seals immediately. If the container is delivered damaged or with the seals broken, missing or tampered with or other than stated in the Shipping Documents, clause the Delivery Receipt accordingly and retain all defective or irregular seals for subsequent identification. In no circumstances give a clean receipt where container or Goods is in doubtful condition, except under written protest.

8.2 If the loss or damage may result in a claim under the insurance, immediate notice must be given to the average agent named by the Company in order that he may examine the Goods and issue a Survey Report. Only for damage below £1,000.00 will it be sufficient for the Consignee to make a statement.

## **9. Cancellation of Goods**

Cancellation of orders in whole or part will only be accepted by the Company in writing and on condition that all costs and expenses incurred by the Company up to the time of the cancellation and all loss of profits and other losses or damages resulting to the Company by reason of such cancellation will be reimbursed to the Company by the Customer forthwith.



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## **10. Returns**

10.1 Goods sold to the Customer may only be returned to the Company provided that the following conditions have been met: -

- The written consent of the Company must have been given prior to the return.
- The Goods must be in new and unused condition, of current type or model and must not have been made or obtained to the Customer's special order.
- Return to the Company is made within 28 days months of the invoice date.

10.2 In all cases where Goods are returned to the Company, it is a condition that they are returned in the original packaging and all freight charges paid for by the Customer.

10.3 A handling or re-stocking charge of 20% may be deducted from any refund allowed by the Company where it is established that the reason for the return of the Goods was not due to error or fault on the part of the Company.

## **11. Warranty**

The liability of the Company under its warrant in relation to goods shall be subject to the following:

11.1 The Company warrants that, except for perishable items that each of the Company's products is free from defects in material and workmanship under normal use and service (in accordance with user's manual) for a period of two years after the Company to the first purchaser has affected delivery. If any defect might occur during the period of warranty, the first purchaser is to contact the local agent/distributor and/or the Company directly.

11.2 No warranty will apply for Goods, which have been modified without the Company's approval.

11.3 Upon receipt of the defective Goods, the Company undertakes to arrange for repair and replacement, respectively, within the terms of the warranty. The defective products are to be returned properly packed, freight prepaid. Loss or damage to the Goods, while in transit from the Customer to the Company, are at Customer's risk.

11.4 Returned items must be always accompanied by a letter/advice, a copy of which is to be forwarded to the Company under separate cover.

11.5 The Company's express warranty set out above is given in lieu of, and excludes, all other warranties, guarantees and assurances, whether express or implied, statutory or otherwise.

## **12. Choice of Law and Jurisdiction**

These Terms shall be governed by, and construed in accordance with, English Law.

The parties irrevocably agree that the courts of England shall (subject to the paragraph below) have exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with these Terms or the legal relationship established by them, and for those purposes irrevocably submit all disputes to the jurisdiction of the English Courts.

For the exclusive benefit of the Company, the Company shall retain the right to bring proceedings as to the substance of the matter in the courts of the country of your residence or, where these Terms are entered in the course of your trade or profession, the country of your principal place of business.



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