

# Polyco Healthline Group – Terms of Trade

Incorporating Polyco Healthline (UK) Ltd and Polyco Healthline B.V.

The following conditions apply to all contracts between Polyco Healthline Group or its subsidiaries ('the Supplier') and the Purchaser, and shall override any terms or conditions stipulated, incorporated or referred to by the Purchaser whether in the order or in any negotiations unless expressly accepted in writing by the Supplier. The headings of the clauses of these conditions are for reference only.

## **1. PRICES**

- 1. The Supplier may vary the contract price to take account of any variation in the cost of products and transportation between the date of the order and the date of delivery or dispatch of the goods.**
- The price quoted does not include the amount of any Value Added Tax which may be added to the price (dependent on location) and be payable by the Purchaser.

## **2. DELIVERY AND CARRIAGE**

- 1. Delivery will be made on a DDP basis for England, Scotland, Wales and Northern Ireland including all EU member countries except for Republic of Ireland which are under separate DAP Incoterms. Republic of Ireland customers will receive duty and customs cost support within the sales prices, to negate any importation costs that vary from any other EU member. The Supplier shall be under no liability to the Purchaser for damage to or loss of goods in transit unless the purchaser notifies of any damage or loss of goods within 7 working days from receipt, after which time no claim can be made unless in the instance of faulty product.**
- The Polyco Healthline Group member shown below service the following regions under advised Incoterms:
  - England, Scotland, Wales and Northern Ireland are serviced by Polyco Healthline (UK) Ltd under DDP terms (unless specified otherwise)

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- Republic of Ireland is serviced by Polyco Healthline (UK) Ltd under DAP terms (unless specified otherwise)
  
- EU countries (except ROI) are serviced by Polyco Healthline B.V. under DDP Incoterms (unless specified otherwise)
  
- All other countries are serviced by Polyco Healthline (UK) Ltd – Terms provided on application.

- 3. Where the Purchaser's order specifies a delivery date the Supplier shall make every effort to comply with this date but unless otherwise expressly agreed in writing, the Supplier shall not be liable for delay of delivery, and the Supplier will not accept any delivery charge penalties or costs in any instance.**
  
4. Where it is agreed in writing that the Supplier shall be liable to the Purchaser for delay in delivery the Purchaser nonetheless has no claim against the Supplier for delay in delivery of, or failure to deliver the goods, as a result of strikes, labour disputes or other industrial action, emergency conditions, fire, flood, accident or any other cause whatsoever beyond the Supplier's control whether or not of a similar nature to any of the foregoing, nor shall the Purchaser have any claim against the supplier for failure to deliver the goods within the time specified if the Purchaser is in breach of any of the terms hereof or in any way delays the execution of the work.
  
- 5. The Supplier may make deliveries in one or more instalments and each such instalment shall be deemed to be under a separate contract. Any default by the Supplier in delivery of any instalments shall not entitle the Purchaser to repudiate the contract with regard to future instalments remaining deliverable.**
  
6. If the Purchaser makes a default in taking delivery of or paying for any instalment the Supplier will be relieved from all obligations to make any further deliveries but without prejudice to its right to recover damages for breach of contract.

### 3. PAYMENT AND TITLE TO THE GOODS

- 1. Normally payment will be due 30 days after the day when the invoice was raised. The Supplier reserves the right to vary these terms of payment and the Purchaser should make payment in accordance with the terms stated in the Supplier's invoice or as stated by the Supplier on receipt of the Purchaser's Order.**
2. Supplier reserves the title of the delivered goods (reserved property) until all claims have been settled, even if payments for specially designated claims have been made. With a current account, the reserved property serves for securing payment of the amount outstanding.
- 3. Where the Buyer is purchasing Own Brand Label (OBL) products, a commitment agreement will be drafted by the Supplier for each PO raised, placing responsibility on to the Buyer to commit to all OBL products produced by the Supplier in full. OBL products will not be manufactured until the commitment agreement has been dually signed by a relevant director from both the Supplier and Buyer. Supplier reserves the right to request a deposit to be paid by the Buyer up to 50% of the sales price in advance of manufacture.**
4. Buyer shall have the right to process and sell the goods sold with retention of title in the course of normal business under his standard terms and conditions as long as he has not delayed payment. Pledging or assignment of securities is prohibited.
- 5. Buyer commits himself to provide any information necessary for enforcing Supplier's rights and to hand over any documentation necessary for this. When third parties have access to the goods sold with retention of title, especially in the case of pledging, Buyer must point out Supplier's ownership and notify the latter at once by registered mail to enable Supplier to enforce his rights of ownership. Buyer shall bear the costs of all measures necessary for averting the intervention.**

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6. Any breach of contract by Buyer - in particular delayed payment - shall authorise Supplier to request the return the goods sold with retention of title or, where appropriate, request transfer of Buyer's claims for return against third parties. Requesting the return and pledging of the goods sold with retention of title by the seller do not constitute a rescission of the contract.
- 7. Buyer is obligated to provide for adequate insurance protection of the goods sold with retention of title. Despite the reservation of title, Buyer bears the risk of loss and deterioration of the goods sold with retention of title.**
8. All responsibility for the safe custody protection and preservation of the goods after delivery is deemed to have taken place shall rest with the Purchaser who shall take all proper steps with regard thereto and shall in any event remain liable to pay for all goods delivered.
- 9. The Supplier reserves the right to charge interest on overdue payments from the due date at borrowing rates of 4% above the Supplier's Banker's Base Rate.**
10. The purchaser shall notify of any discrepancies with the invoice within 14 days of receipt. This discrepancy period relates only to invoice queries i.e pricing and incorrect product delivered.
11. Any discrepancy relating to delivery issues i.e shortages, damages, quality, or lateness (only applicable for paid time services), must be notified within 7 days as per section 2.1

#### **4. RESPONSIBILITY FOR THE GOODS AND TESTING**

**The following conditions apply wherever the goods are used including circumstances subject to the Health and Safety at Work Act 1974 or any other legislation current or future.**

1. The Supplier's liability arising out of the supply of defective goods shall not in any case exceed the cost of the goods and the Supplier will in no circumstances be liable in contract tort or otherwise for any consequential damage injury loss or expense however caused whether to the Purchaser or to any other person or thing whether arising directly or indirectly from the defect and shall not apply in

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any case for defects due to wear and tear neglect or use of the goods for any purpose other than those for which they are designed. The Supplier will in no circumstances be liable for any consequential damage injury loss or expense however caused by incorrect use of the Supplier product. The Purchaser takes full responsibility to ensure the product is being used correctly for the purpose in which the product was manufactured.

2. Where the contract requires or implies compliance with any codes, regulations, standards or other rules the Supplier only accepts responsibility for compliance with such codes, regulations, standards or rules as published at the date of the Supplier's acceptance of that order.

**3. The goods must be regularly tested by the Purchaser and the user of the goods to ensure that they are suitable (and continue to be suitable) for the purpose for which they are to be used.**

### **5. THE PURCHASER WILL NOT SOLICIT NOR CANVASS**

For the purposes of employment or engagement, nor employ nor engage in any capacity whatsoever, any member of the Supplier's sales force or other employee or consultant whether self-employed or not.

Please note that these are a summary of our full terms and conditions. Please contact us for the complete terms of trade.

### **Website Terms and Conditions**

This website is owned and operated by Polyco Healthline Group Ltd of South Fen Road, Bourne, Lincolnshire, PE10 0DN.

By using this site, you acknowledge and agree to the following terms and conditions. Terms and conditions are subject to change at any time and without notice.

### **Disclaimer**

#### Exclusions and Limitations

The information on this web site is provided on an 'as is' basis. To the fullest extent permitted by law, we: exclude all representations and warranties relating to this website and its contents or which is or may be provided by any affiliates or any other third party, including in relation to any inaccuracies or omissions in this website and/or the Company's literature; and exclude all

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### Social Media Platforms

Communication, engagement and actions taken through external social media platforms that we participate on are custom to the terms and conditions as well as the privacy policies held with each social media platform respectively.

You are advised to use social media platforms wisely and communicate / engage upon them with due care and caution regarding your own privacy and personal details. We will never ask for personal or sensitive information through social media platforms and encourage users wishing to discuss sensitive details to contact us through primary communication channels such as by telephone or email.

We may use social sharing buttons which help share web content directly from web pages to the social media platform in question. You are advised before using such social sharing buttons that you do so at your own discretion and note that the social media platform may track and save your request to share a web page respectively through your social media platform account.

### Notification of Changes

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**We reserve the right to change these conditions from time to time as we see fit and your continued use of the site will signify your acceptance of any adjustment to these terms. If there are any changes to our privacy policy, we will announce that these changes have been made on our home page and on other key pages on our site. Any changes to our privacy policy will be posted on our web site 30 days prior to these changes taking place. You are therefore advised to re-read this statement on a regular basis.**

**These terms and conditions form part of the Agreement between the Client and ourselves. Your accessing of this website indicates your understanding, agreement to and acceptance, of the Disclaimer Notice and the full**

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