



TERMS & CONDITIONS USING THIS SERVICE

1. Definitions

1.1 In these conditions the following expressions shall have the following meanings:

- (a) "Buyer" means the person, firm, company or other legal entity (including without limitation any hospital, prison or government agency) placing an order with the "Seller";
- (b) "Contract" means the contract between the Seller and the Buyer for the sale and purchase of goods which shall be subject to these conditions;
- (c) "Conditions" means these terms and conditions;
- (d) "Goods" means all those goods and materials which are to be supplied to the Buyer by the Seller under these conditions;
- (e) "Seller" means Masters International (UK) Ltd.

2. The Contract

2.1 All Goods sold by the Seller are sold subject to these Conditions, which shall be the sole terms and conditions of any sale by the Seller to the Buyer. These Conditions will prevail over any terms and conditions on the Buyers order form, form of contract or any other communication sent by the Buyer to the Seller and the placing of an order for, or the acceptance of the Goods by the Buyer shall constitute unqualified acceptance of these Conditions.

2.2 No employee, representative, agent or sales person has the Seller's authority to vary, amend or waive any of the Conditions on behalf of the Seller and no amendment or additions to any of the Conditions shall be deemed to have been accepted unless accepted in writing by a director of the Seller or set out as a special condition in the order confirmation.

2.3 No cancellation or variation of any Contract is permitted without the agreement of the Seller and on terms that the Buyer shall indemnify the Seller against all loss (including loss of profit) and costs incurred by the Seller. Goods returned by the Buyer without the Sellers consent will not be accepted for credit.

3. Description of Goods

3.1 All specifications, descriptions, drawings, photographs, illustrations, dimensions, weight and other technical information and particulars of the Goods and any advertising matter and sample books are (unless clearly stated otherwise) only intended to serve as a guide and not to be relied on by the Buyer or treated as binding or as forming part of the Contract.

4. Order and Delivery

4.1 All times, dates or periods given for the delivery of the Goods are estimates only and shall not be of the essence of the Contract. The Seller shall use reasonable endeavors to supply by agreed delivery dates but shall not otherwise incur any liability whatsoever for any loss or damage resulting from delay howsoever caused. All goods are sold subject to reasonable availability and the seller reserves the right to substitute similar/like materials without notice.

4.2 The Goods shall be delivered to the address stated in the Contract and the signature of an employee or agent of the Buyer at such address on the Seller's delivery note shall be conclusive proof of delivery of the Goods.

4.3 Returns Procedure:

(a) The Goods must be returned within three working days of receipt. Items requiring temperature controlled storage will be accepted to correct a delivery error only. In this case the Goods must be returned not later than the next working day and must be stored correctly whilst on the Buyer's premises.

(b) To be considered for return the Goods must be accompanied by a Returns Note showing: I. The name and address of the Buyer returning the Goods. II. The quantity, description, strength, pack size and price of Goods. III. The invoice number of the invoice on which the goods were supplied. IV. The reason for the return. Items covered by the Misuse of Drugs Act should be entered on a separate Returns Note and a signature obtained from the Driver when the Goods are returned.

(c) The Goods must be in perfect original condition, not marked in any way, should not show any evidence of having been tampered with, and carry a PL number.

(d) In the event of any of the above conditions not being met goods will not normally be accepted for return.

(e) If goods returned comply with all the above terms, we will credit your account appropriately.

5. Price and Payment

5.1 Payment should not be made to any of the Sellers employees. Time of payment shall be of the essence of the Contract. Unless otherwise stated in the Contract payment should be made to: Masters International (UK) Ltd, 380 Centennial Avenue Elstree Hertfordshire WD6 3TJ and where, after acceptance of an order, the Seller has grounds for believing that the Buyer may not be able to fulfill its payment obligations, the Seller shall be entitled to require from the Buyer suitable security for such payment obligations prior to delivery of the Goods.

5.2 The failure of the Buyer to make payment within the Buyer's agreed payment terms, the Seller reserves the right to charge the Buyer 3% over the Bank of England base rate per week.

6. Retention to Title

(a) Risk in the Goods shall pass to the Buyer upon delivery.

(b) The ownership of the Goods shall remain with the Seller until the Buyer has paid all sums.

(c) Until title passes the Buyer will hold the Goods as fiduciary agent and bailee for the Seller and shall keep the Goods separately stored, protected, insured and identified as the Seller's property.

(d) Before all sums due under the Contract have been paid, the Seller is licensed by the Buyer to use or agree to sell the Goods in the ordinary course of its business subject to the express condition that the proceeds of any sale or insurance proceeds received in respect of the Goods are held in trust for the Seller and are not mixed with other monies or paid into an overdrawn bank account and shall at all times be identifiable as the Seller's money.

(e) The Seller may at any time revoke the power of sale and use granted to the Buyer under Clause 6(d) above and recover and re-sell the Goods in which title shall not have passed to the Buyer. The Seller by its servants or agents shall be entitled to access to the Buyer's premises or those to which the Buyer has a right to access where the Goods or some of them are stored or thought to be stored for the purpose of repossession at any time.

7. Limitation of Liability

7.1 The following provisions set out the Seller's entire liability for the acts and omissions of its employees, agents and sub-contractors in respect of:

(a) any breach of the Contract; and

(b) any representation (other than fraudulent misrepresentation) statement or tortious act or omission (including negligence) arising under or in connection with the Contract.

7.2 The following provisions are designed to take account of the fact that the Seller is not the manufacturer of the Goods but is simply a reseller. It shall be the responsibility of the Buyer to promptly check the Goods for quantity and patent defects following delivery by the Seller. The Seller shall only be liable for loss of or damage to the Goods whilst in transit or for any claim that the Goods are defective or do not otherwise comply with the Contract where written notice is given to the Seller by the Buyer:

(a) In the case of loss, damage defect or non-compliance with the contract within three working days of the date of delivery; or

(b) In the case of Goods not delivered, within three working days of the date upon which the Buyer is notified that the Goods have been considered for delivery.

7.3 In the event that the Buyer has a valid claim for any defect, loss, damage or non-compliance with the Contract the Seller's only obligations in respect of such defect, loss, damage or non-compliance shall be to:

(a) make good any shortage or non-delivery; and/or

(b) at its option or replace the items concerned or refund the cost of such Goods to the Buyer and any transport costs incurred by the Buyer in connection with the delivery of the Goods in question and/or their return to the Seller. However, Goods will not be accepted by the Seller for return other than under the conditions of returned Goods policy in accordance with the MCA's GDP (Goods Distribution of Medicinal Products for Human Use) as published in the Seller's Stock Code Listing/Hospital Service Price List for the time being. Goods requiring temperature-controlled storage will be accepted to correct a delivery error only. In this case, the Goods must be returned not later than the next working day and must have been stored correctly whilst on the Buyer's premises.

7.4 The Seller shall under no circumstances be liable for any loss of profit, business or goodwill or for any indirect, special or consequential loss except that neither party excludes loss arising from death or personal injury caused by negligence.

7.5 Save in the case of death or personal injury caused by negligence, the aggregate liability of the Seller to the Buyer for any loss or damage (whether asserted by the Buyer or third parties) of whatever nature and however caused shall be limited to and in no circumstances shall exceed the total invoice price of the Goods in respect of which the claim relates and the transport costs identified in condition 7.3(b), less any discount given excluding VAT.

7.6 All recommendations and advice given by or on behalf of the Seller to the Buyer as to methods of storing, using or applying the Goods, the purposes for which the Goods may be applied and the suitability of using the Goods in any manufacturing process or in connection with any other materials are given without liability on the part of the Seller.

7.7 The Seller makes no representation or warranty that use of the Goods does not infringe the rights of any third party and the Seller accepts no liability in this respect.

7.8 Except as provided for in these Conditions, any warranties, (whether express or implied by statute or common law or howsoever) including but without limitation those of satisfactory quality or of fitness for a particular purpose (even if that purpose is made known expressly or by implication to the Seller) are hereby excluded.

8. Force Majeure

8.1 The Seller shall not be liable to the Buyer for any loss or damage caused to or suffered by the Buyer as a direct or indirect result of the supply of the Goods by the Seller being prevented, restricted, hindered or delayed

by reason of any circumstances outside the control of the Seller including, without limitation, circumstances affecting the provision of all or any part of the Goods by the Seller's usual source of supply or delivery.

9. Waiver

9.1 The waiver by the Seller of any right, or failure by the Seller to exercise any right or to insist on the strict performance of any provision of the Contract, shall not operate as a waiver of, or preclude any further exercise or enforcement of (as the case may be) or other exercise or enforcement by the Seller of that or any other right or provision.

10. Severability

10.1 Each provision of the Contract is severable and distinct from the others. The parties intend that every such provision shall be and remain valid and enforceable to the fullest extent permitted by law. If such provision is or at any time becomes to any extent invalid, illegal or unenforceable under any enactment or rule of law, it shall be to that extent be deemed not to form part of the Contract but (except to that extent in the case of that provision) it and all other provisions of the Contract shall continue in full force and effect and their validity, legality and enforceability shall not be thereby affected or impaired.

11. Governing Law

11.1 The Contract shall in all respects be governed by and construed in accordance with English law and the parties submit to the jurisdiction of the English courts.

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