

TERMS AND CONDITIONS OF SALE OF PIONEER MEDICAL EUROPE LIMITED

1 DEFINITIONS

In these Terms and Conditions the following expressions shall have the following meanings

1.1 "Contact Address" means 28 Green Sward Lane, Redditch, United Kingdom, B98 0EN

1.2 "Contract" means a contract between the Seller and the Buyer for the sale and purchase of Goods incorporating these Terms and Conditions;

1.3 "Pioneer Medical" means Pioneer Medical Europe Limited (Company Number: 7182977) whose registered office is at WM Tax Matters, Trinity House 223 London Road, Worcester WR5 2JG.

1.4 "Goods" means the articles that the Buyer agrees to buy from Pioneer Medical;

1.5 "You" "Your" means the individual or organisation who buys or agrees to buy the Goods from Pioneer Medical;

2 CONDITIONS

2.1 Nothing in these Terms and Conditions shall affect Your statutory rights as a Consumer as that expression is defined in section 12 of the Unfair Contract Terms Act 1997.

2.2 These Terms and Conditions shall apply to all contracts for the sale of Goods by Pioneer Medical to You and shall prevail over any other documentation or communication from You.

2.3 Acceptance of delivery of the Goods shall be deemed conclusive evidence of Your acceptance of these Terms and Conditions.

2.4 No variation of these Terms and Conditions shall be binding unless agreed in writing by Pioneer Medical.

3 ORDERING

3.1 All orders for Goods shall be deemed to be an offer by You to purchase Goods pursuant to these Terms and Conditions and are

subject to acceptance by Pioneer Medical. Pioneer Medical may choose not to accept an order for any reason.

3.2 Pioneer Medical must receive payment of the whole price for the Goods (and any VAT and delivery charges) that You order from the Pioneer Medical website before Your order is accepted. Upon receipt of payment Pioneer Medical will confirm that your order has been accepted by sending an email to you at the email address you provide in your order form. All orders received from the NHS, Pharmacy's and Pharmacy Wholesalers will be given 30 days from the date of Pioneer Medicals invoice to pay. Our acceptance of Your order brings into existence a legally binding contract between us.

3.3 Where the Goods ordered by You are not available from stock You shall be notified and given the option to either wait until the Goods are available from stock or cancel the order and receive a full refund within 30 days if payment has been received.

3.4 All orders from the NHS and Pharmacies and Pharmacy wholesalers must be sent by fax to 0844 8584342 or emailed to sales@pioneermedicaleurope.co.uk. When making an order through any of Pioneer Medicals website's, the technical steps You need to take to complete the order process are described in the Order Process section within the Pioneer Medical website.

4 PRICE AND PAYMENT

4.1 The Price of the Goods shall be as shown on Pioneer Medical website, EXCEPT the price of goods supplied on FP10 or to the NHS direct. The price is exclusive of VAT. The price excludes delivery charges which are shown on Pioneer Medical website.

4.2 For website purchases, the total purchase price, including VAT and delivery charges, if any, will be displayed in Your shopping cart prior to confirming the order.

5 RIGHTS OF PIONEER MEDICAL EUROPE LIMITED

5.1 Pioneer Medical reserves the right to adjust the price and specification of any item on the Pioneer Medical, IncoFree and Hi-N-Dry website at its discretion.

5.2 Pioneer Medical reserves the right to withdraw any Goods from sale at any time.

5.3 Pioneer Medical reserves the right to cancel an order: -

5.3.1 if Pioneer Medical has insufficient stock;

5.3.2 if any of the Goods ordered was listed at an incorrect price due to a typographical error or an error in pricing information received by Pioneer Medical from Pioneer Medical suppliers;

PROVIDED THAT if Pioneer Medical exercises its rights under this Clause it will notify You by email and will as soon as possible (and in any event within 30 days) re-credit to the debit/credit card used for the order any sum deducted. Pioneer Medical will not have any liability to You in respect of such cancellation.

6 AGE OF CONSENT

6.1 Where Goods may only be purchased by persons of a certain age You will be asked when placing an order to declare that they are of the appropriate legal age to purchase the Goods.

6.2 If Pioneer Medical discovers that You are not legally entitled to order certain Goods, the Seller shall be entitled to cancel the order immediately, without notice.

7 WARRANTY

Pioneer Medical sells Goods subject to a guarantee – 30 days for Contiform device and 14 days for Hi-N-Dry pouches (subject to the product be used in accordance with the Manufactures instructions for use). Except where You are dealing as a Consumer, all other warranties, conditions, or terms relating to fitness for purpose, merchantability or condition of the Goods, whether implied by statute, common law or otherwise are excluded to the extent permitted by law.

8 DELIVERY

8.1 Goods supplied within the UK will normally be delivered within 2 working days of acceptance of order.

8.2 Goods supplied outside the UK will normally be dispatched within 2 days from cleared funds being received into Pioneer Medical bank account, and delivered within 7 working days from date of dispatch, subject to customs clearance and any shipping issues which are beyond the control of Pioneer Medical.

8.3 Where a specific delivery date has been agreed, and where this delivery date cannot be met, You will be notified and given the opportunity to agree a new delivery date or receive a full

refund.

8.4 Pioneer Medical shall use its reasonable endeavours to meet any date agreed for delivery. In any event time of delivery shall not be of the essence and Pioneer Medical shall not be liable for any losses, costs, damages or expenses incurred by You or any third party arising directly or indirectly out of any failure to meet any estimated delivery date.

8.5 Delivery of the Goods shall be made to Your address specified in the order. You shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.

8.6 Title and risk in the Goods shall pass to You upon delivery of the Goods.

9 CANCELLATION AND RETURN

9.1 You shall inspect the Goods immediately upon receipt and shall notify Pioneer Medical on 0845 303 5868 within 7 working days of delivery if the Goods are damaged or do not comply with any of the Contract. If You fail to do so You shall be deemed to have accepted the Goods.

9.2 Where a claim of defect or damage is made the Goods shall be returned by You to Pioneer Medical. You shall be entitled to a full refund (including delivery costs) plus any return postal charges if the Goods are in fact defective.

9.3 If You are a Consumer you have the right, in addition to your other rights and without the need to give any reason, to cancel the Contract by notifying Pioneer Medical in writing to the Contact Address. If You have received the Goods before you cancel the Contract then you must return the Goods to Pioneer Medical at the Contact Address at your own cost and risk. If You cancel the Contract but Pioneer Medical has already processed the Goods for delivery You must not unpack the Goods when they are received by You and You must send the Goods back to Pioneer Medical at the Contact Address at your own cost and risk as soon as possible and in any event within 30 days.

9.4 Goods must be returned by You at Your expense in their original packaging and should be adequately insured during the return journey. You will receive a refund of all monies paid for the Goods (including delivery charges, if any) except for return postal charges within 14 days of cancellation. If You fail to return the Goods following cancellation, the Seller shall be entitled to deduct the cost

of recovering the Goods from the Buyer.

9.5 Where returned Goods are found to be damaged due to Your fault You will be liable for the cost of remedying such damage.

10 LIMITATION OF LIABILITY

10.1 If the Goods are not what You ordered or are damaged or defective or the delivery is of an incorrect quantity, Pioneer Medical shall have no liability to You unless You notify Pioneer Medical in writing at the Contact Address of a problem within 10 workings days of the delivery of the Goods in question.

10.2 If You do not receive Goods ordered by You within 30 days of the date on which You ordered them, Pioneer Medical shall have no liability to You unless you notify Pioneer Medical in writing at the Contact Address of the problem within 40 days of the date on which You ordered the Goods. If You notify a problem to us under this condition, Pioneer Medical's only obligation will be, at Your option;

10.2.1 to make good any shortage or non-delivery;

10.2.2 to replace or repair any goods that are damaged or defective; or

10.2.3 to refund to you the amount paid by you for the goods in question in whatever way Pioneer Medical chooses.

10.3 Save as precluded by law, Pioneer Medical will not be liable to You for any indirect or consequential loss, damage or expenses (including loss of profits, business or goodwill) howsoever arising out of any problem You notify to Pioneer Medical under this condition and Pioneer Medical shall have no liability to pay any money to question under clause 10.2.3 above.

10.4 You must observe and comply with all applicable regulations and legislation, including obtaining all necessary customs, import or other permits to purchase Goods from the Pioneer Medical. The importation or exportation of certain Goods to or by You may be prohibited by certain national laws. Pioneer Medical makes no representation and accepts no liability in respect of the export or import of the Goods You purchase.

10.5 Notwithstanding the foregoing, nothing in these terms and conditions is intended to limit any rights You might have as a Consumer under applicable local law or other statutory rights that

may not be excluded nor in any way to exclude or limit Pioneer Medical liability to You for any death or personal injury resulting from Pioneer Medical negligence.

11 WAIVER

No waiver by Pioneer Medical (whether express or implied) in enforcing any of its rights under this contract shall prejudice its rights to do so in the future.

12 FORCE MAJEURE

Pioneer Medical shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and Pioneer Medical shall be entitled to a reasonable extension of its obligations.

13 SEVERANCE

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid illegal or unenforceable provision eliminated.

14 CHANGES TO TERMS AND CONDITIONS

Pioneer Medical shall be entitled to alter these Terms and Conditions at any time, but this right shall not affect the existing Terms and Conditions accepted by You upon making a purchase.

15 GOVERNING LAW AND JURISDICTION

These Terms and Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts. 5

16 ENTIRE AGREEMENT

These Terms and Conditions, together with Pioneer Medicals current website prices, trade prices, delivery details, contact details and privacy policy, set out the whole of the Agreement relating to the

supply of Goods to You by Pioneer Medical. Nothing said by any sales person on Pioneer Medical's behalf should be understood as a variation of these terms and conditions or as an authorised representation about the nature or quality of any Goods offered for sale by Pioneer Medical. Save for fraud or fraudulent Misrepresentation, Pioneer Medical shall have no liability for any such representation being untrue or misleading.

17 THIRD PARTY RIGHTS

Except for Pioneer Medical's directors, employees or representatives, a person who is not a party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract agreement but this does not affect any right or remedy of a third party that exists or is available apart from that Act.