



# Terms & Conditions

## 1. Preface

Unless otherwise accepted by written agreement with MDS Medical Ltd. only these present terms are accepted.

## 2. Duties

On placement of an order, by acceptance of a written quotation, the parties acknowledge that they are and intend to be legally bound by the terms herein.

## 3. Minimum amount of orders

MDS reserves the right to charge a minimum order fee of fifteen pounds plus postage and packing.

## 4. Shipping

MDS accepts no liability for damage incurred after the goods have been signed for/accepted by the buyer

## 5. Delivery

### 1. Delivery times.

- Palletised Delivery: We aim to deliver your autoclave within 3 to 5 business days from the date of your order, subject to product availability and your location. Please note that this timeframe may vary based on your specific circumstances.
- Engineer Delivery and Installation: If you have requested engineer delivery and installation, please allow up to 7 to 10 business days from the date of your order for the complete installation by our expert technicians. Our team will contact you to schedule the installation at a time convenient for you and subject to distance and availability.

### 2. Returns

While we aim to provide you with quality products and service, we understand that situations may change. Should you need to return your autoclave, please be aware of the following conditions:

- 2.1.1 Condition: Returns will only be accepted if the autoclave is in its original, unused condition and free from any signs of wear, damage, or use.
- 2.1.2 Return Request: To initiate a return, please contact our customer support team within 30 days of receiving the autoclave and provide a valid reason for the return.
- 2.1.3 Return Costs: The cost of return shipping is the responsibility of the buyer. We recommend using a traceable shipping method to ensure the secure return of the product. MDS Medical cannot be held liable for any damage caused in transit or lost in transit.
- 2.1.4 Inspection and Refund: Once we receive the returned autoclave and confirm that it meets the return conditions, we will process your refund within 7 business days. The refund will be issued in the original payment method used for the purchase, minus any applicable restocking fees.

- 2.1.5 Return of other purchased goods shall be previously authorised by a written agreement from MDS, within 30 days. Goods must be accompanied by a written description of the reason for return in accordance of current laws. Returns, as a result of wrongful order of for reasons not chargeable to MDS will be accepted only if the goods are returned to MDS in their pre-delivery condition. If the relative goods are found to be in perfect condition, they will be credited to the buyer at the invoiced value less 15% as a contribution to checking and re-warehousing costs and administrative expenses.

### **3. Exclusions**

Autoclaves that have been installed, used, modified, or show signs of wear or damage are not eligible for returns

### **6. Damage or loss in transit**

Where products are delivered other than by ex Company's works, no claim for damage in transit will be entertained unless:

- a) In the case of damage in transit or shortage of delivery, the customer gives separate written notice of damage or shortage to the carrier concerned and to the Company within 5 days of receipt of the products, followed by a detailed and complete claim in writing within 7 days of receipt of the products: or
- b) In the case of the loss or destruction of the products in transit the customer gives separate written notice of non-delivery of the products to the carrier concerned and to the Company within 7 days of the date of the advice or despatch noted relation to such products. Subject to claims made in accordance with this condition be accepted, the Company will repair or replace free of charge products damaged, lost or destroyed in transit, but shall incur no further liability in respect thereof by way of damages otherwise to the customer.

### **7. Complaints**

The buyer must examine the integrity and conformity of the goods immediately after their arrival and before they are used or altered in any way. Any complaints must be in writing and sent within fifteen days of delivery. Claims for damages as a result of defective goods are peremptorily denied. No disputes shall give the buyer the right to suspend payment of the supply. Thus, under no circumstance shall the buyer have the right to raise objections regarding supply unless goods are paid in full.

### **8. Pricing & payments**

It should be noted that MDS Medical applies different selling prices depending on whether the products are intended to be sold exclusively online or by a Partner with a physical point of sale and storage facilities, a preferential price being applied for physical points of sale due to the specific investments they involve (rent, salaries, taxes, etc.), without however restricting the possibility for the Partner to sell the products online.

Each year, MDS Medical prices are subject to revision

8.1 When we invoice you for the price, payment is due based on your billing status with us:

- a) Proforma (upfront payment) – New customer or customers declined for a credit may be expected to pay before certain services are rendered, or immediately upon receiving upon receiving an invoice for completed services.

b) Credit -customers with a proven history of business with us, or new customers who have been approved for a credit account with us, have 14 days to pay an invoice after it has been issued.

8.2 You must make payment even if delivery has not taken place and / or that the title in the good has not passed to you.

8.3 If you do not pay within the period above, we will suspend any further deliveries and / or visits to you and, without limiting any of our other rights or remedies for statutory interest, charges daily interest rate of 8% plus the base rate if the Bank of England (variable) on the outstanding amount from the date the invoice becomes overdue until the day it is settled in full.

8.4 All payments must be made in GBP unless otherwise agreed in writing between us.

8.5 Both parties must pay all amounts due under these Terms and Conditions in full without any deduction or withholding except as required by law and neither party is entitled to assert any credit or set-off or counterclaim against the other in order to justify withholding payment of any such amount in whole or in part.

## **9. Reservation of ownership / risk & retention of title**

MDS shall have exclusive ownership of the delivered goods until payment has been made in full.

9.1 Credit Limits: Where credit has been offered, MDS Medical reserves the right to impose limits on the amount of credit extended. Failure to clear invoices within terms on time will result in suspension of further credit until the debt is cleared. Repeated failure to pay by the invoice due date may result in all credit facilities being revoked.

9.2 Late Payments: Interest is chargeable under Sec 69 County Court Act 1984 daily @ 8% above the current Bank of England base rate on any amount due and unpaid after 30 days. If any part of the account is unpaid after 30 days, the whole account becomes due for payment immediately.

9.3 Insurable risk of damage to, or loss of, the goods shall pass to the buyer:

1. Either, upon completion of works and invoice or
2. In the case of goods to be collected at MDS Medical premises, the time when MDS Medical notifies the buyer that the goods are available for collection, or
3. In the case of goods to be delivered otherwise than at MDS Medical premises at the time of delivery or if the buyer wrongfully fails to take delivery of the goods, then the time when MDS Medical has tendered delivery of the goods, or
4. In the case of goods being exported, the time that MDS Medical notifies the buyer that the exportation has been attempted.

9.4 Notwithstanding delivery and the passing of risk in the goods or any other provision of these conditions, legal and beneficial title of the goods shall not pass to the buyer until MDS Medical has received in cash or cleared funds payment in full of the price of the goods.

9.5 Legal and beneficial title of the goods shall not pass to the buyer until MDS Medical has received in cash or cleared funds payment in full of the price of the goods and any other goods supplied by MDS Medical to the buyer and the buyer has repaid all monies owed to MDS Medical, regardless of how such indebtedness arose.

9.6 Until payment has been made to MDS Medical in accordance with these conditions and title in the goods has passed to the buyer, the buyer shall be in possession of the goods as bailee for MDS Medical, and the buyer shall store the goods separately and in an appropriate environment and shall ensure that they are identifiable as being supplied by MDS Medical and shall insure the goods against all reasonable risks.

9.7 The buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness of any of the goods which remain the property of MDS Medical. But if the buyer does so all money owing by the buyer to MDS Medical shall without prejudice to any other right or remedy of MDS Medical forthwith become due and payable.

9.8 MDS reserves the right to repossess any goods in which they retain title without notice. The buyer irrevocably authorises MDS Medical to enter the buyer's premises during normal business hours for the purpose of repossessing the goods in which MDS Medical retains title and inspecting the goods.

9.9 The buyers' right to possession of the goods in which MDS Medical maintains legal and beneficial title shall terminate if:

1. The buyer commits or permits any material breach of his obligations under these conditions;
2. The buyer enters into a voluntary arrangement under part one of the Insolvency Act 1986, or any other scheme or arrangement is made with his creditors;
3. The buyer is or becomes the subject of a bankruptcy order or takes advantage of any other statutory provision for the relief of insolvent debtors;
4. The buyer convenes any meeting of its creditors, enters into voluntary or compulsory liquidation, has a receiver manager, administrator or administrative receiver appointed in respect of its assets or undertaking or any part thereof; any documents are filed with the court for the appointment of an administrator in respect of the buyer; notice of intention to appoint an administrator is given by the buyer or any of its directors or by a qualifying floating charge Holder as defined in paragraph 14 of Schedule B, one of the Insolvency Act 1986; a resolution is passed, or petition presented to any court for the winding up of the buyer or for the granting of an administration order in respect of the buyer or any proceedings are commenced relating to the insolvency or possible insolvency of the buyer.

9.10 Lien and power of sale

Expenses charged under or in connection with these terms (including any interest which may have accrued under the Late Payments clause) or any Contract Manufacture Agreement. If any such sum remains unpaid (in full or in part) more than 3 months after it becomes due, then MDS Medical shall be entitled to:

Retain the Customer's Property in its possession until full payment is made; and dispose of the Customer's Property in such a manner and at such price as MDS Medical thinks fit on the expiry of 21 days' notice to the Customer. Such notice must be given in writing, given in person or sent by first class post to the Customer's last known address, state the amount due and state MDS Medicals intention to dispose of the Customer's Property unless the amount due is paid in full by the expiry of the notice period. Any notice given in person is deemed received at the time of delivery. Any notice sent by first class post is deemed received on the second business day after posting to the Customer's last known address.

MDS Medical will apply the proceeds of disposal as follows: (1) payment of disposal costs, (2) payment of outstanding fees, costs and expenses (including interest) charged under or in connection with these terms or any Contract Manufacture Agreement, (3) payment of any other costs and expenses, including storage and laboratory costs during the retention pending disposal, and (4) payment of any remainder to the Customer.

## 10. Warranty

The MDS policy is one of continuous development and as such reserves the right to change the specification of its models at any time.

MDS will, in the first twelve months from the date of delivery, repair or replace free of charge any parts\* inclusive of labour which prove to be defective. This standard warranty cover is dependent upon authorised servicing of the unit every 12 months or 1,000 cycles, whichever occurs soonest.

MDS will not be liable in the event that the purchaser has failed to adhere to the instructions contained in the manual or on any instruction labels on the machine, or if the autoclave has been abused, interfered with, altered, repaired or serviced by any unauthorised party. This may result in the sterilisation process being impaired and consequently the warranty would become void

This warranty excludes the door gasket, all internal furniture and consumables.

The relevant warranty terms will not apply where the goods have been improperly altered in any way whatsoever, subject to misuse or unauthorised repair e.g. not following operating instructions on using DISTILLED water in steam sterilisers or being repaired by an alternative provider not approved or organised by MDS Medical. This will result in additional charges above any warranty or servicing agreement

The following situations are not included under warranty

- Failure or damage caused by improper installation and use
- Failure or damage caused by accidental fall or collision
- Failure or damage caused by self-installation or repair
- Failure or damage caused by abnormal voltage, fire or other external reasons
- Consumable and accessories installed on the autoclave not provided by the manufacturer
- Unable to show purchase invoice.

Autoclave do's and don'ts	
DO	Don't
Site the Autoclave on a level stable surface and ensure all feet are completely on the surface	Place Autoclave in areas susceptible to moisture or extreme temperatures (below zero degrees Celsius or above 35 degrees Celsius)
Leave a 40mm gap between the Autoclave and surrounding equipment, walls or cupboards to allow for adequate ventilation	Position near sinks or lubrication areas
Check quality of water being used in Autoclave with TDS meter (for RO check daily / for water collection device per batch)	Position the Autoclave in areas that can create dust or debris (e.g adjacent to tumble drier)
Check with manufacturer of equipment and trays for use within Autoclave (ensure you have written confirmation for use)	Use any chemical cleaner other than the recommended cleaner from MDS
	Place Autoclave near any vibrating equipment
	Place items on top of Autoclave

## 11. Servicing

We undertake to carry out a routine of planned preventative maintenance, adjustment and checking of the equipment listed in the agreement at the intervals stated.

The customer must ensure that the equipment is available to the engineer on the day of the visit. MDS Medical reserve the right to charge for an aborted visit or any delays with access for the engineer.

Visits to attend breakdowns between routine visits will be charged. Contract customers will be given priority treatment over non-contract customers whenever possible.

Replacement parts as may be considered reasonable by the service engineer, will be fitted and charged for at current prices.

Labour for work outside the scope of routine servicing, such as repair of accidental damage, may be charged extra at the discretion of MDS Medical.

MDS Medical disclaim all responsibility for the proper functioning and maintenance of equipment if the customer has, without MDS Medical consent, allowed the equipment to be worked on or repaired, by anyone other than an authorised or MDS engineer.

MDS Medical reserves the right to examine and approve each piece of equipment for service

If for any reason of safety or otherwise an MDS Medical engineer advises that a piece of equipment should be withdrawn from use and the customer continues to use the equipment it shall be entirely at their own risk.

If MDS Medical fail to carry out the service or are dilatory in doing so, they shall not be liable to the customer for any loss or damage to the equipment or any loss or damage consequent thereon that is sustained by the customer.

If maloperation or breakdown of the equipment serviced or repaired by MDS Medical is due to a failure on MDS Medical part to carry out such work correctly, MDS Medical will at their discretion rectify at no cost to the customer or replace the item of equipment concerned again at no cost to the customer. Since the day-to-day operation of equipment is in the hands of the customer then the question of any failure on MDS Medical part will be determined solely by MDS Medical, but upon principles that are fair and equitable. Except as above MDS Medical shall not be liable in any way to the customer for loss, damage or injury arising out of provision or non-provision of service hereunder.

MDS Medical reserve the right to amend these terms and conditions without notice. These terms and conditions shall take precedent over stipulated by the customer by way of official order or otherwise.

These terms and conditions, or any agreement, shall be construed in accordance with laws of England and any dispute shall be subject to the jurisdiction of the English Court.

## **12. Call outs**

Under our service contracts the number of call outs included are listed but prior to an engineer visit for equipment issues, a brief triage process will be followed to identify if parts are needed or if the issue can be resolved over the phone.

An engineer will be sent within 5 working days if schedule allows, or our triage engineers may recommend the equipment come to our workshop for repair.

If the engineer believes the equipment to be uneconomical to repair, the practice will be advised to replace.

## **13. Aborted visits**

If a visit to site is booked it can be cancelled if 24hrs notice is given (during the working hours of 9-5pm) without incurring an aborted visit fee which would be charged at the current call out rate.

## **14. Data protection**

When providing the Goods to the Buyer, the Seller may gain access to and/or acquire the ability to transfer, store or process personal data of employees of the Buyer. The parties agree that where such processing of personal data takes place, the Buyer shall be 'data controller' and the Seller shall be the 'data processor' as defined in the General Data Protection Regulation (GDPR) as may be amended, extended and/or re-enacted from time to time. For the avoidance of doubt, 'Personal Data', 'Processing', 'Data Controller', 'Data Processor' and 'Data Subject' shall have the same meaning as in the GDPR.

The Seller shall only Process Personal Data to the extent reasonably required to enable it to provide the Goods as mentioned in these Terms and Conditions or as requested by and agreed with the Buyer, shall not retain any Personal Data longer than necessary for the Processing and refrain from processing any Personal Data for its own or for any third party's purposes.

The Seller shall not disclose Personal Data to any third parties other than employees, directors, agents, subcontractors or advisors on a strict "need-to-know" basis and only under the same (or more extensive) conditions as set out in these Terms and Conditions or to the extent required by applicable legislation and/or regulations.

The Seller shall implement and maintain technical and organisational security measures as are required to protect Personal Data Processed by the Seller on behalf of the Buyer. Further information about the Seller's approach to data protection are specified in its Data Protection Policy.

## **15. Circumstances beyond the control of either party**

Neither party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question

## **16. Contingency plans**

To protect your clinic's ability to operate, we highly recommend all customers maintain a continuity plan for sterilisation. While we provide responsive service and loan units where possible, engineer availability and geography can occasionally delay attendance. Having a backup arrangement ensures your patients and compliance are never at risk. MDS Medical cannot take responsibility for a practices' downtime due to a problem with their autoclave / equipment.