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## ECOMMERCE TERMS OF SALE

THIS CONTRACT SETS OUT THE TERMS ON WHICH WE MAY SELL THE PRODUCTS LISTED ON OUR WEBSITE TO YOU. PLEASE READ THIS CONTRACT CAREFULLY AND MAKE SURE THAT YOU UNDERSTAND IT, BEFORE ORDERING OR ACCEPTING DELIVERY OF ANY PRODUCT FROM US. IN ORDER TO AVAIL OF OUR PRODUCTS YOU MUST CLICK "I ACCEPT". YOU ARE NOT REQUIRED TO ACCEPT THIS CONTRACT. IF YOU DO NOT ACCEPT THIS CONTRACT, YOU MAY NOT ORDER OUR PRODUCTS. ANY PERSONAL DATA PROCESSED BY US AS PART OF OUR RELATIONSHIP WITH YOU WILL BE PROCESSED IN ACCORDANCE WITH OUR DATA PROTECTION STATEMENT AVAILABLE AT [HTTPS://WWW.HEALTHCARE21.EU/GROUP-DATA-PROTECTION-STATEMENT/](https://www.healthcare21.eu/group-data-protection-statement/).

PLEASE REVIEW, IN PARTICULAR, THE LIMITS ON OUR LIABILITY IN CLAUSE 12.

We are **Medscope Limited** and we are part of the Healthcare 21 group of companies.

**EMAIL ADDRESS:** [sales@medscope.co.uk](mailto:sales@medscope.co.uk)

**TELEPHONE NUMBER:** 00 44 1285 644 448

This CONTRACT and any of OUR documents referenced herein, as specifically forming part of the CONTRACT, will apply to the sale of any PRODUCT to YOU. Please note that before placing an ORDER you will be asked to agree to this CONTRACT. If you refuse to accept this CONTRACT, you will not be able to ORDER any PRODUCT from OUR SITE.

WE may amend this CONTRACT from time to time. Every time YOU wish to make an ORDER, please check this CONTRACT to ensure you understand the terms which will apply to your purchase. This CONTRACT was most recently updated on 26 January 2021.

The rights you have under this CONTRACT are in addition to, and do not affect, the statutory rights and remedies you have under applicable consumer protection law. In the event of conflict between this CONTRACT and applicable consumer protection law, your statutory rights under applicable consumer protection law shall prevail.

### 1. WORDS USED IN THIS CONTRACT

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**"COMMERCIAL CUSTOMER"** means any commercial enterprise that ORDERS any PRODUCT from OUR SITE including, but not limited to, companies, hospitals, nursing homes, healthcare practitioners, partnerships, charities and public bodies;

**"CONSUMER"** means any individual consumer who ORDERS any PRODUCT from OUR SITE and is not a COMMERCIAL CUSTOMER;

**"CONTRACT"** means this agreement which includes the legal terms and conditions that apply when WE sell any PRODUCT to you;




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**“MANUFACTURER WARRANTY”** means the original warranty supplied by the manufacturer of the PRODUCT;

**“ORDER”** means an order placed through the step by step order process on the shopping pages of OUR SITE;

**“OUR SITE”** means our website at [www.medscope.co.uk](http://www.medscope.co.uk)

**“PRODUCT”** means the physical product ORDERED by you under the terms of this CONTRACT;

**“US”, “WE”, “OUR”, “SUPPLIER”** means Medscope Limited, registered number 05482582, with its registered address at Unit B1-B2 Bond Close, Kingsland Business Park, Basingstoke, RG24 8PZ.

## **2. HOW THE CONTRACT IS FORMED**

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- 2.1. You may only purchase PRODUCTS from OUR SITE if you are at least eighteen (18) years old.
- 2.2. The shopping pages on OUR SITE will guide you through the steps you need to take to place an ORDER. Our ORDER process allows you to check and amend any errors before submitting your ORDER to us. Please take the time to read and check your ORDER at each page of the ORDER process.
- 2.3. If WE are unable to supply you with the PRODUCT, for example because that item is not in stock or no longer available WE will not process your ORDER. If you have already paid for the PRODUCT, WE will refund you the full amount, including any delivery costs charged, as soon as possible.
- 2.4. After you place an ORDER, you will receive an e-mail from us acknowledging that WE have received your ORDER. However, please note that this does not mean that your ORDER has been accepted.
- 2.5. YOU will receive a dispatch note when your PRODUCT is ready for delivery (**“ORDER CONFIRMATION”**). The Contract between us will only be formed when we send you the ORDER CONFIRMATION.
- 2.6. This CONTRACT shall apply to all ORDERS and excludes all other terms and conditions including any which may be purported to apply under any purchase order, confirmation of ORDER or any such similar document. This CONTRACT constitutes the entire agreement between you and US and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between US, whether written or oral, relating to its subject matter. No variation or addition to this CONTRACT shall be effective unless agreed in writing by an authorised representative of the SUPPLIER.
- 2.7. If you are a COMMERCIAL CUSTOMER:
  - 2.7.1. You confirm that you have authority to enter into the CONTRACT and bind any commercial enterprise on whose behalf you enter into the CONTRACT and use OUR SITE to purchase PRODUCTS;
  - 2.7.2. you acknowledge that in entering into this CONTRACT you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this CONTRACT; and
  - 2.7.3. you and WE agree that neither of us shall have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this CONTRACT.

## **3. RIGHT TO VARY THE CONTRACT**

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- 3.1. We may amend this CONTRACT from time to time. Please look at the top of this page to see when this CONTRACT was last updated.
- 3.2. Every time you ORDER any PRODUCTS, the CONTRACT in force at the time of your ORDER will apply to the CONTRACT between you and US.

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- 3.3. If we have to revise this CONTRACT as it applies to your ORDER, WE will contact you to give you reasonable advance notice of the changes and let you know how to cancel the ORDER if you are not happy with the changes. You may cancel either in respect of all the affected PRODUCTS or just the PRODUCTS you have yet to receive. If you opt to cancel, you will have to return (at our cost) any relevant PRODUCTS you have already received and WE will arrange a full refund of the price you have paid, including any delivery charges.

#### **4. PRICES & PAYMENT**

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- 4.1. The prices of the PRODUCTS are as quoted on OUR SITE at the time you submit your ORDER. WE take reasonable care to ensure that the prices of PRODUCTS are correct at the time when the relevant information was entered onto the system.
- 4.2. Prices for the PRODUCTS may change from time to time, but changes will not affect any ORDER you have already placed.
- 4.3. The price of a PRODUCT includes VAT and other sales tax (where applicable) at the applicable current rate chargeable in the UK for the time being. However, if the rate of VAT (or other sales tax) changes between the date of your ORDER and the date of delivery, WE will adjust the relevant tax you pay, unless you have already paid for the PRODUCTS in full before the change takes effect.
- 4.4. The price of a PRODUCT does not include delivery charges. OUR delivery charges are as advised to you during the check-out process, before you confirm your ORDER. To check relevant delivery charges and information relating to international delivery, please refer to our Delivery & Returns page <https://www.medscope.co.uk/delivery-and-returns> and clause 5 below.
- 4.5. OUR SITE contains a large number of PRODUCTS. It is always possible that, despite OUR reasonable efforts, some of the PRODUCTS on OUR SITE may be incorrectly priced. If WE discover an error in the price of the PRODUCTS you have ORDERED WE will contact you to inform you of this error and WE will give you the option of continuing to purchase the PRODUCT at the correct price or cancelling your ORDER. We will not process your ORDER until WE have your instructions. If WE are unable to contact you using the contact details you provided during the ORDER process, WE will treat the ORDER as cancelled and notify you in writing.
- 4.6. You can only pay for PRODUCTS using a debit card or credit card. We accept the cards specified on OUR SITE.
- 4.7. Payment for the PRODUCTS and all applicable delivery charges is taken at the time of ORDER.

#### **5. INTERNATIONAL DELIVERY**

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- 5.1. We deliver to the countries listed on this page <https://www.medscope.co.uk/delivery-and-returns>. This list may be updated from time to time. For operational reasons we may not be able to fulfil delivery to certain international markets. In the event that payment is received WE will refund any FEES already paid in full. There are restrictions on some PRODUCTS for certain international delivery destinations, so please review the information on OUR SITE carefully before ordering PRODUCTS.
- 5.2. If you ORDER PRODUCTS from OUR SITE for delivery to international delivery destinations, your ORDER may be subject to import duties and taxes which are applied when the delivery reaches that destination. Please note that such charges are your responsibility to discharge and are not included in the prices or delivery charges specified on OUR SITE. WE have no control over these charges and we cannot predict their amount.
- 5.3. You will be responsible for payment of all import duties and taxes. Please contact your local customs office for further information before placing your order.
- 5.4. You must comply with all applicable laws and regulations of the country for which the PRODUCTS are destined. We will not be liable or responsible if you break any laws by receiving the PRODUCTS.




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**6. CONSUMER RIGHTS OF CANCELLATION, COOLING OFF AND RETURNS**


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This clause 6 only applies if you are a CONSUMER

- 6.1. If you are a CONSUMER, you have a legal right to cancel during the period set out in clause 6.2 (the "COOLING OFF PERIOD"). This means that during the COOLING OFF PERIOD if you change your mind or decide for any other reason that you do not want to receive or keep a PRODUCT, you can notify US of your decision to cancel the CONTRACT and receive a refund. Advice about your legal right to cancel the CONTRACT is available from your local Citizens' Advice Bureau or Trading Standards office.
- 6.2. Subject to clause 6.3, your legal right to cancel the CONTRACT starts from the date of ORDER CONFIRMATION (the date on which we e-mail you to confirm our acceptance of your ORDER), which is when the Contract between us is formed. Your COOLING OFF PERIOD then depends on what you have ordered and how it is delivered, as set out in the table below:

<b>Your Contract</b>	<b>COOLING OFF PERIOD</b>
Your CONTRACT is for a single PRODUCT (which is not delivered in instalments on separate days).	The end date of the COOLING OFF PERIOD is the end of <b>14 days</b> after the day on which you receive the PRODUCT.  Example: if WE provide you with an ORDER CONFIRMATION on 1 January and you receive the PRODUCT on 10 January you may cancel at any time between 1 January and the end of the day on 24 January.
Your CONTRACT is for either of the following: <ul style="list-style-type: none"> <li>one PRODUCT which is delivered in instalments on separate days.</li> <li>multiple PRODUCTS which are delivered on separate days.</li> </ul>	The end date of the COOLING OFF PERIOD is <b>14 days</b> after the day on which you receive the last instalment of the PRODUCT or the last of the separate PRODUCTS ordered.  Example: if WE provide you with an ORDER CONFIRMATION on 1 January and you receive the first instalment of your PRODUCT or the first of your separate PRODUCTS on 10 January and the last instalment or last separate PRODUCT on 15 January you may cancel in respect of all instalments and any or all of the separate PRODUCT at any time between 1 January and the end of the day on 29 January.

- 6.3. The COOLING OFF PERIOD does not apply and cancellation will not be accepted in certain cases including where:
- 6.3.1. the price of the PRODUCT is dependent upon financial market fluctuations that are beyond the SUPPLIER's control;
  - 6.3.2. the PRODUCT cannot be returned because it was made according to your specifications or was personalised for you;
  - 6.3.3. the PRODUCT is liable to deteriorate or expire rapidly; or
  - 6.3.4. the PRODUCT seals have been broken by you and cannot be returned for health protection and hygiene reasons.
- 6.4. Where the COOLING OFF PERIOD applies, you can cancel without giving a reason and without incurring charges or penalties.
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- 6.5. To cancel your ORDER during the COOLING OFF PERIOD please complete the returns authorisation form on OUR SITE or contact us by email at [sales@medscope.co.uk](mailto:sales@medscope.co.uk) or by post using the details provided at clause 15. Your cancellation must be received during the relevant COOLING OFF PERIOD . The SUPPLIER will arrange for collection of the PRODUCT or otherwise provide instructions for convenient return. If you are e-mailing us or writing to us please include details of your ORDER to help US to identify it. If you send US your cancellation notice by e-mail or by post, then your cancellation is effective from the date you send us the e-mail or post the letter to US. For example, you will have given US notice in time as long as you get your letter into the last post on the last day of the cancellation period or e-mail US before midnight on that day.
- 6.6. Following cancellation during the COOLING OFF PERIOD, the SUPPLIER will refund any prices already paid for the cancelled PRODUCT (or part of the ORDER cancelled), less any collection or return costs or charges (if any). Where you cancel the entire ORDER, WE will also refund the standard delivery charges paid (if any), or an amount equal to those charges if you elect to use a more expensive delivery method. For example, if we offer delivery of a PRODUCT within (3-5) days at one cost but you choose to have the PRODUCT delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.
- 6.7. Where you cancel part of an ORDER during the COOLING OFF PERIOD, WE may recalculate any applicable delivery charge and deduct this from the refund. WE will pay the refund within the time periods specified below:
- 6.7.1. if you have received the PRODUCT and WE have not offered to collect it from you: fourteen (14) days after the day on which we receive the PRODUCT back from you or, if earlier, the day on which you provide US with evidence that you have sent the PRODUCT back to US; or
- 6.7.2. if you have not received the PRODUCT or you have received it and WE have offered to collect it from you: fourteen (14) days after you inform US of your decision to cancel the CONTRACT.
- 6.8. Sometimes the PRODUCT specifications from the manufacturer may change or the SUPPLIER may experience problems with the supply of certain PRODUCTS. In this case the SUPPLIER will try to supply a substitute of the same or better quality at the same price. If, the SUPPLIER is unable to provide a replacement or substitute, or you are not happy with the replacement or substitute provided you can receive a full refund for any Fees paid. You must return any rejected replacement PRODUCT within thirty (30) days of receipt.
- 6.9. The SUPPLIER shall have the right to make any changes to the PRODUCT which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the PRODUCT.
- 6.10. In the event the CONSUMER breaches its obligations under this CONTRACT, the SUPPLIER may immediately terminate this CONTRACT and recover from the CONSUMER any and all losses or damages related to such breach of CONTRACT including recovery of the PRODUCTS provided.

## **7. RETURN OF PRODUCT AND CREDIT**

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- 7.1. Subject to clause 7.4, once any applicable COOLING OFF PERIOD has ended, and unless the SUPPLIER agrees otherwise, you do not have a right to cancel your ORDER.
- 7.2. Any PRODUCT required to be returned must be pre-authorized by the SUPPLIER before actual return.
- 7.3. If you do wish to return a PRODUCT to US, (and in the case of a CONSUMER the return is outside of the COOLING OFF PERIOD) please contact us via email at [sales@medscope.co.uk](mailto:sales@medscope.co.uk) .
- 7.4. If the SUPPLIER agrees to the return of a PRODUCT, which is not faulty, outside of any applicable COOLING OFF PERIOD, the PRODUCT returned (at your risk) will be credited (less a restocking fee) if the PRODUCT is of saleable condition and in its original packaging when received by the



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- SUPPLIER.
- 7.5. You will be deemed to have accepted the PRODUCT in full satisfaction unless a valid claim is made in accordance with this CONTRACT.
  - 7.6. You shall be obliged to carefully inspect the PRODUCT without delay after delivery. This shall also apply if the SUPPLIER delivers to a third party on your instructions.
  - 7.7. The PRODUCT returned must be accompanied by a dispatch note stating the SUPPLIER's original delivery number, returns authorisation number and reason for return.
  - 7.8. Any PRODUCT in respect of which any claim of defect or damage is made shall be preserved intact at your risk and shall, at the request of the SUPPLIER, be:
    - 7.8.1. retained for a reasonable period to enable the SUPPLIER or its agent to inspect the PRODUCT; or
    - 7.8.2. collected by the SUPPLIER if the PRODUCT is defective; or
    - 7.8.3. returned (carriage paid) to the SUPPLIER's depot as notified to you.
  - 7.9. The SUPPLIER shall not be liable for the failure of the PRODUCT where:
    - 7.9.1. the defect arises because you failed to follow the SUPPLIER's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the PRODUCT or (if there are none) good trade practice;
    - 7.9.2. you alter or repair the PRODUCT;
    - 7.9.3. the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or
    - 7.9.4. the PRODUCT differs from its description as a result of changes made to ensure it complies with applicable statutory or regulatory standards.

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## 8. DELIVERY

- 8.1. WE will contact you with an estimated delivery date. Time of delivery shall not be of the essence and the SUPPLIER shall not be liable for any losses, costs, damages or expenses by the CONSUMER or any other person or company arising directly or indirectly out of any failure to meet any estimated delivery date. The SUPPLIER shall not be liable for any delay in delivery of the PRODUCT that is caused by Events outside OUR Control (as defined at clause 16.4) or failure to provide the SUPPLIER with adequate delivery instructions or any other instructions that are relevant to the supply of the PRODUCT.
- 8.2. The SUPPLIER is deemed to have delivered the PRODUCT when the PRODUCT is provided/made available to the delivery address.
- 8.3. On delivery of the PRODUCT the CONSUMER may be required to sign a proof of delivery form verifying the quantity and description of the PRODUCT delivered.
- 8.4. The SUPPLIER reserves the right to arrange carriage of the PRODUCT via a third party carrier on such terms as the SUPPLIER shall determine in its sole discretion.
- 8.5. The first attempt to deliver the PRODUCT shall be considered as delivery of the PRODUCT and unless otherwise agreed in writing by the SUPPLIER all deliveries can take place up until 5pm on each working day. If no one is available at your address to take delivery, you will be informed of the options available to rearrange delivery.
- 8.6. Delivery of an ORDER shall be completed when WE deliver the PRODUCTS to the address you gave US and the PRODUCTS will be your responsibility from that time.
- 8.7. You own the PRODUCTS once WE have received payment in full, including all applicable delivery charges.
- 8.8. Unless otherwise agreed the SUPPLIER may deliver by instalments and in such case each instalment shall be treated separately and any delay, default or non-delivery in respect of any instalment by the SUPPLIER shall not entitle the CONSUMER to cancel the remainder of the CONTRACT.



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- 8.9. The SUPPLIER reserves the right to charge for delivery. Express delivery, specified timed delivery, redelivery attempts or any small ORDERS for PRODUCT may each incur additional charges.

## **9. MANUFACTURERS WARRANTY**

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- 9.1. Some of the PRODUCTS WE sell to you come with a manufacturer's warranty. For details of the applicable terms and conditions, please refer to the manufacturer's warranty provided with the PRODUCT.
- 9.2. You must notify the SUPPLIER in writing within fourteen (14) days of receipt of the PRODUCT if you do not agree to the terms of the manufacturer's warranty. If you have received delivery of the PRODUCT and you do not accept the manufacturer's warranty you shall be required to return the PRODUCT to the SUPPLIER, at your sole cost and expense, within a period of fourteen (14) days of such notification. In the event that you do not notify the SUPPLIER and/or do not return the PRODUCT within the prescribed period(s), you are hereby deemed to have accepted the terms of the manufacturer's warranty.
- 9.3. The manufacturer's warranty shall only apply for the relevant period set out in the document.
- 9.4. In the event of a PRODUCT recall you should ensure that no further use is made of the PRODUCT and follow the instructions for the PRODUCT recall carefully.
- 9.5. If you are a CONSUMER, a manufacturer's guarantee is in addition to, and does not affect, your legal rights in relation to PRODUCT that is faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

## **10. TITLE AND RISK**

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- 10.1. Delivery of an ORDER shall be completed when WE deliver the PRODUCT at the address you gave US.
- 10.2. On delivery of the PRODUCT to you, the PRODUCT shall be your risk and responsibility and you will be responsible for its safekeeping and WE will not be responsible for any damage or fault arising from the point of delivery.
- 10.3. You own the PRODUCT once WE have received payment in full, including all applicable delivery charges.
- 10.4. You shall not be entitled to pledge or in any way charge by way of security for any indebtedness any PRODUCT which remains the property of the SUPPLIER, but if you do so all monies owing to the SUPPLIER shall (without prejudice to any other right or remedy the SUPPLIER) immediately become due and payable.

## **11. TERM & TERMINATION**

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- 11.1. The CONTRACT shall commence when your ORDER is accepted in accordance with this Agreement.
- 11.2. Following acceptance of your ORDER the CONTRACT shall continue until the ORDER is delivered unless earlier terminated in accordance with this CONTRACT.
- 11.3. This CONTRACT shall automatically terminate following delivery of the ORDER, in accordance with the requirements of this CONTRACT, provided termination or expiry shall not affect the continuing rights and obligations of each party under any clauses which are stated expressly to, or intended to, survive termination or expiry, nor affect any accrued rights or obligations under this CONTRACT.
- 11.4. If you are in breach of this CONTRACT or you become bankrupt or have an administrator, receiver or a receiver and manager appointed or goes into liquidation, whether voluntary or otherwise, or is wound up or dissolved or declared insolvent the SUPPLIER may at any time, without prior notice, and without prejudice to any other rights which it may have against you:
- 11.4.1. terminate the CONTRACT; and/or
  - 11.4.2. suspend some or all its obligations under the CONTRACT; and/or
  - 11.4.3. enter upon any premises owned or occupied by you where the SUPPLIER reasonably




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believes the PRODUCT may be stored and repossess the PRODUCT without being liable for any damages caused to the extent permitted by applicable law.

## **12. LIABILITY TO CONSUMERS– THE CONSUMER’S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE**

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### **This clause only applies to CONSUMERS**

- 12.1. The PRODUCTS are supplied only for use in a domestic, non-commercial environment in a manner which is consistent with the specification, functionality and service standards provided by the SUPPLIER.
- 12.2. Nothing in this CONTRACT shall limit or exclude the SUPPLIER's liability for:
- 12.2.1. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
  - 12.2.2. fraud or fraudulent misrepresentation; or
  - 12.2.3. breach of any terms implied by statute to protect consumers, which cannot be excluded by law, under applicable consumer protection laws.
- 12.3. The SUPPLIER accepts liability for reasonably foreseeable losses, arising as a direct consequence of a breach by the SUPPLIER of this CONTRACT to the extent permitted by applicable law, however, the SUPPLIER shall not be liable where the causes, or potential causes, of loss:
- 12.3.1. was not reasonably foreseeable by both parties; and/or
  - 12.3.2. were known by the CONSUMER but not SUPPLIER prior to the loss being incurred; and/or
  - 12.3.3. arose from use of the PRODUCT which is not normal use; and/or
  - 12.3.4. were reasonably foreseeable and preventable by the CONSUMER including issues arising as a result of a failure to read and/or follow user instructions.
- 12.4. Loss or damage is foreseeable if it is an obvious consequence of OUR breach or if it was contemplated by you and US at the time the CONTRACT was formed.
- 12.5. We only supply the PRODUCT to CONSUMERS for domestic and private use. You agree not to use the PRODUCT for any commercial, business or resale purposes, and, if the PRODUCT is used in that environment, you shall be considered a COMMERCIAL CUSTOMER and the provisions of clause 13 shall apply.
- 12.6. Subject to clause 12.2, and subject always to the extent permitted by applicable law, the SUPPLIER's total liability to the CONSUMER in respect of all other losses arising under or in connection with the CONTRACT, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price paid by the CONSUMER for the PRODUCT which is the subject of the claim.

## **13. LIABILITY TO COMMERCIAL CUSTOMERS**

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### **This clause only applies to COMMERCIAL CUSTOMERS**

- 13.1. Nothing in this CONTRACT shall limit or exclude the SUPPLIER'S liability for:
- 13.1.1. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; or
  - 13.1.2. fraud or fraudulent misrepresentation.
- 13.2. Subject to clause 13.1:
- 13.2.1. the SUPPLIER shall under no circumstances whatsoever be liable to the COMMERCIAL CUSTOMER, whether in contract, tort (including negligence), breach of statutory duty, or otherwise (whether direct or indirect) for loss of profits, opportunity, revenue, goodwill, bargain, production, contracts, business or anticipated savings, loss,





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- corruption or destruction of data or for any indirect, special or consequential loss or damage whatsoever arising under or in connection with the CONTRACT; and
- 13.2.2. the SUPPLIER'S total liability to the COMMERCIAL CUSTOMER in respect of all other losses arising under or in connection with this CONTRACT, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price paid to the SUPPLIER for the relevant PRODUCT that is the subject of the claim.
- 13.3. Terms implied by statute to protect consumers under applicable consumer protection law, which are capable of exclusion, , are hereby excluded to the fullest extent permitted by law.
- 13.4. The liability of the SUPPLIER under this CONTRACT will be reduced by the amount of any contributory loss or damage to the extent caused by an act or omission of the COMMERCIAL CUSTOMER.
- 13.5. Except as expressly stated in this CONTRACT, the SUPPLIER does not give any representation, warranties or undertakings in relation to the PRODCUT. Any representation, condition or warranty which might be implied or incorporated into this CONTRACT by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, the SUPPLIER will not be responsible for ensuring that the PRODUCT is suitable for the COMMERCIAL CUSTOMER or any end user of the PRODUCT.
- 13.6. This clause 13 shall survive termination of the CONTRACT.

#### 14. HOW WE USE YOUR PERSONAL DATA

- 14.1. WE only use your personal data in accordance with this CONTRACT and OUR Data Protection Statement available at <https://www.healthcare21.eu/group-data-protection-statement/>. Please take the time to read the Data Protection Statement as it includes important information about how your personal data will be used as part of this CONTRACT.

#### 15. CONTACTS, COMPLAINTS AND COMPLIMENTS

- 15.1. If you have any concerns, issues, complaints or compliments about the provision or use of the PRODUCT WE would be happy to assist you with your queries. Please contact US as follows:

**POSTAL ADDRESS:** Unit B1-B2, Bond Close, Kingsland Business Park,  
Basingstoke, Hampshire, RG24 8PZ

**EMAIL ADDRESS:** [sales@medscope.co.uk](mailto:sales@medscope.co.uk)

**TELEPHONE NUMBER:** 01285 644 448

- 15.2. As a CONSUMER if you are not satisfied with the way that WE propose to resolve any issue you have under this CONTRACT, as a European CONSUMER you may raise a complaint with the 'European Online Dispute Resolution Platform' at link <http://ec.europa.eu/consumers/odr/>. In the UK further information can be found here: <https://www.financial-ombudsman.org.uk/consumers/how-to-complain> .
- 15.3. This CONTRACT shall be governed by the laws of England and Wales and is subject to the exclusive jurisdiction of the courts in England and Wales in the event of any disputes.

#### 16. OTHER IMPORTANT TERMS

- 16.1. WE may transfer OUR rights and obligations under this CONTRACT to another organisation, but



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- this will not affect your rights or OUR obligations under this CONTRACT.
- 16.2. The SUPPLIER's delay or failure to insist upon strict performance of any provision of this CONTRACT shall not be deemed a waiver of its rights or remedies in respect of any present or future default of the CONSUMER in performance or compliance with any of this CONTRACT. If the SUPPLIER makes an over-supply of any PRODUCTS or provides additional PRODUCTS to those ordered by the CONSUMER under this CONTRACT the SUPPLIER shall be entitled to: (i) charge for such PRODUCTS in the event that any are used by the CONSUMER or (ii) collect such PRODUCTS, within a reasonable period of time, and the CONSUMER shall facilitate such collection.
- 16.3. If a clause or part of a clause can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this CONTRACT, but the rest of the CONTRACT is not affected.
- 16.4. The SUPPLIER shall not be liable for any "**Events Outside OUR Control**" which shall include, failure to fulfil or any delay in fulfilling any obligation arising from the CONTRACT if the failure or delay has been caused directly or indirectly by lack of instructions from you, changes in applicable law, stock shortage/s, industrial dispute or breakdown, war or other civil commotion, terrorism, strikes, lockouts, stoppages and restraints of labour, breakdown of machinery, inability to obtain raw materials or fuel, fire or explosion, any government action, any epidemic/pandemic, any act of God or any other cause beyond the reasonable control of the SUPPLIER.
- 16.5. If any provision of this CONTRACT is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of this CONTRACT and the remainder of the provision in question shall not be affected.