

STANDARD TERMS AND CONDITIONS

1. Payment and Prices

- 1.1 All prices are quote in pounds sterling
- 1.2 If You fail to make payment on the Due Date We have the right to charge interest on all outstanding balances calculated on a daily basis at the rate of 8% per annum above the current base lending rate (both up to and after the date of any judgement until payment has been received).
- 1.3 If you fail to make payment on the Due Date any discount applied to the price of the Goods will not apply and SPS Dental Equipment Ltd reserves the right to claim from You the full price of the Goods and Services (without such discount) at the date of the invoice.
- 1.4 Prices quoted are exclusive of VAT and are current at the time of publishing. Prices must be confirmed by You at the time of order.
- 1.5 Orders raised with SPS Dental are divisible. Each delivery made thereunder:
 - i. shall be deemed to arise from a separate contract, and
 - ii. shall be invoiced separately and any invoice for a delivery shall be payable in full in accordance with the terms of payment provided for therein without reference to and notwithstanding any defect or default in the delivery of any other instalment or of any other instalment under any other contract.
- 1.6 We reserve the right to charge an administration fee (at a minimum of £25 per transaction) in the event that unrepresented payments are received from you.
- 1.7 If the Customer is in default in paying any sum as and when it becomes due, the Company (SPS Dental Sales Ltd) reserves the right to suspend all services (including, but not limited to the delivery of goods). Additionally, payment for all goods supplied to the Customer shall become immediately due and owing, whether previously invoiced or not.
- 1.8 We reserve the right at any time to correct clerical omissions and errors.

2. Ownership of the Goods

- 2.1 Ownership of the Goods delivered or to be delivered by Us will only be transferred to You when We have received cash or cleared funds in full payment of all sums owing to Us in respect of any other agreement between You and Us.
- 2.2 Until ownership has passed to You We retain full legal and beneficial title to the Goods and reserve the right at any time to require You to deliver up the Goods to Us and, if You fail to do so forthwith upon Our request, to enter upon any of Your premises or those of any third party where the Goods are stored and repossess the goods. You will indemnify Us and hold Us harmless against all and any liabilities costs and expenses owing from or in connection with Us exercising Our rights under this Clause 2.2

3. Returns

- 3.1 You must not under any circumstances send us any item which is contaminated. We reserve the right to refuse to handle any items which have not been properly decontaminated.
- 3.2 Any items lost, damaged or defaced during transit to us will not be credited.
- 3.3 Credits for equipment items can only be credited if unused, complete and in the original packaging.
- 3.4 Special order items may be subject to a manufacturer's restocking or handling fee. This fee will be deducted from any pending credit, unless otherwise agreed.
- 3.5 Goods must be returned within 30 days from date of delivery

4. Service

- 4.1 Any service work undertaken by SPS Dental Sales Ltd is warranted for a period of 3 months. All labour, unless warranted is chargeable at the standard rate. Any parts replaced are subject to the manufacturer's terms and conditions and may be subject to limited warranties.
- 4.2 Any delays regarding payment may result in the withdrawal of engineer / technical support.
- 4.3 We are unable to provide 'timed-appointments' due to external factors, although will make best effort to attend at an allotted time.
- 4.4 Rates (incl. travelling) are chargeable per hour. Any delays to allow the engineer access to the fault by You, will extend time taken and therefore cost to You. Should the engineer(s) not be allowed access on the scheduled date, within a reasonable period determined by Us, we reserve the right to cancel the appointment applying any travelling (incl. waiting) fees.
- 4.5 Cancellations of service appointments must be made a minimum of 24 hour notice.
- 4.6 Whilst every effort will be made to properly diagnose the fault and make best provisions for adequate time and parts, we are unable to guarantee rectification of failures during one visit. Further call-outs, unless stipulated are chargeable.
- 4.7 You are responsible for ensuring the safe operation, use and maintenance of your equipment, (including the use of appropriate cleaning solutions, lubricants etc.). Failure to maintain the equipment in accordance with the manufacturers recommendations will likely invalidate you warranty on parts and labour.

5 Installations

- 5.1 All equipment is installed to pre-prepared services completed by others. The responsibility for the condition and accuracy of the Services is strictly that of contractor (e.g. builder, plumber, electrician, IT Technician) and the proprietor. SPS Dental (Sales) Ltd cannot be held liable for any delays caused by the lack of suitable Services (when provided by others).
- 5.2 Where Services are uncertain, it is the responsibility of the Purchaser to ensure these are checked.
- 5.3 Should it be required to abort an installation on the day due site suitability and readiness, SPS Dental Sales Ltd. reserve the right to charge a cancellation fee of up to £500+vat. This will be applied in addition to any other costs incurred and payable separate to any existing agreement.
- 5.4 Where Services are not suitable, SPS Dental Sales Ltd will advise on the required works. If a remedy is possible by us on the day, we will advise on the required actions and if agreed undertake the correction at additional cost to You.

6 Computers, Cabling & Networked Devices

- 6.1 It is Your responsibility to ensure that your computer, cabling and network are suitable to host the device purchased.
- 6.2 Should an installation not be possible, we reserve the right to charge the aborted installation fee detailed in S5.3, subject to the conditions specified.
- 6.3 Should you require us to amend or provide new Services not detailed in the Order Confirmation, these will be charged in addition.
- 6.4 If connecting to a network, this must be stable and suitable for the device(s) being connected. Any reconfiguration of an existing Network and/or device is not included unless specified otherwise.
- 6.5 It is the responsibility of the *Purchaser* to ensure that Your Computer, Network or other connected devices are safe and secure. This relates to both hardware and software.
- 6.6 Any data back-ups are the sole responsibility of the client or the clients chosen IT provider. SPS Dental and associated companies will not accept any responsibility for loss of data due to insufficient back-up procedures in place.
- 6.7 Any changes to the system or set-up by You (or a third-party employed by you) may cause the devices or software to fault and therefore may invalidate the product warranty. We suggest that product manufacturer is consulted during such events

7 Limitation of Liability

- 7.1 Subject to the full extent permitted by Law We exclude all liability for any loss, damage or expense howsoever suffered or incurred by You as the direct, indirect or consequential results of the Goods either not being satisfactory or merchantable quality or fit for any purpose or that they conform to any description. You acknowledge that You agree that you have relied upon Your own skill and judgement when selecting the Goods.
- 7.2 We shall not be liable for incidental or consequential damages for any breach hereof, including but not limited to costs of removal and re-installation of Goods, loss of goodwill, loss of profits or loss of use.

8 Miscellaneous

- 8.1 No delay, neglect or forbearance on Our part in enforcing its rights against You shall be construed as a waiver or in any way prejudice any of its rights hereunder.

Terms:

- | | |
|---------------------------------------|--|
| “We” or “Us” | Refers to SPS Dental (Sales) Ltd. |
| “You”, “Your” “Client” or “Purchaser” | Refers to the Customer (or authorised person). |
| “Services” | Refers to the Product’s ‘Pre-installation Requirements’. |