

	Trading Terms & Conditions	TC001-F01
	Form	Page 1 of 7
	Effective date: 02 nd January 2024	v018

1 Definitions

The following expressions shall have the following meanings attributed to them:

Seller	Bray Group Limited (Bray Healthcare), Regal Way, Faringdon, SN7 7BX
Buyer	the person or organisation who buys or agrees to buy the goods from the Seller
Conditions	the terms and conditions of sale as set out in this document and any special terms and conditions agreed in writing by the Seller
Goods	the items which the Buyer agrees to buy from the Seller
Price	the price for the Goods, excluding VAT and any carriage, packaging and insurance costs

2 Conditions

- 2.1 These Conditions shall form the basis of the contract between the Seller and the Buyer in relation to the sale of Goods, to the exclusion of all other terms and conditions including the Buyer's standard conditions of purchase or any other conditions which the Buyer may purport to apply under any purchase order or confirmation of order or any other document.
- 2.2 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods from the Seller pursuant to these Conditions.
- 2.3 Acceptance of delivery of the Goods shall be deemed to be conclusive evidence of the Buyer's acceptance of these Conditions.

3 Price

- 3.1 The Price shall be as listed on the relevant price list or specific quotation.
- 3.2 Quotations are valid for 30 days.
- 3.3 Orders for shipping outside of the UK are subject to an export administration fee of £25.
- 3.4 A Certificate of Analysis is available on request at a charge of £25.

	Trading Terms & Conditions	TC001-F01
	Form	Page 2 of 7
	Effective date: 02 nd January 2024	v018

4. Payment and Interest

- 3.5 Payment of the Price and VAT shall be due within 30 days of the date of the Seller's invoice.
- 3.6 Interest on overdue invoices shall accrue from the date when payment becomes due calculated daily until the date of payment at the rate of 8% per annum above the Bank of England base rate from time to time in force. Such interest shall accrue after as well as before any judgment.
- 3.7 Credit card payments can be taken over the telephone with a charge of 5% of the invoice value.
- 3.8 The Buyer shall pay all accounts in full and not exercise any rights of set-off or counter-claim against invoices submitted by the Seller.

4 Goods

- 4.1 The Seller reserves the right to amend or change the specification of the Goods.

5 Warranties

- 5.1 The Seller warrants that, up until the expiry date, where applicable the Goods shall:
 - 5.1.1 conform with their description;
 - 5.1.2 be of satisfactory quality with the meaning of the Sale of Goods Act 1979;
 - and
 - 5.1.3 be fit for any purpose held out by the Seller.

6 Delivery of the Goods

- 6.1 Delivery of the Goods shall be made to the Buyer's address. The Buyer shall make all arrangements necessary to take delivery of the Goods on the day notified by the Seller for delivery.
- 6.2 The Seller undertakes to use its reasonable endeavours to despatch the Goods on an agreed delivery date but does not guarantee to do so. Time of delivery shall not be of the essence of the contract.
- 6.3 The Seller shall not be liable to the Buyer for any loss or damage whether arising directly or indirectly from the late delivery or short delivery of the Goods. If short

	Trading Terms & Conditions	TC001-F01
	Form	Page 3 of 7
	Effective date: 02 nd January 2024	v018

delivery does take place, the Buyer may not reject the Goods but shall accept the Goods delivered as part performance of the contract, and a pro-rata adjustment to the Price shall be made.

- 6.4 If the Buyer fails to take delivery of the Goods on the agreed delivery date or, if no specific delivery date has been agreed, when the Goods are ready for despatch, the Seller shall be entitled to store and insure the Goods and to charge the Buyer the reasonable costs of so doing.

7 Acceptance of the Goods

- 7.1 The Buyer shall be deemed to have accepted the Goods 3 days after delivery to the Buyer.
- 7.2 The Buyer shall carry out a thorough inspection of the Goods within 5 days and give notice in writing to the seller after discovering that some or all of the goods do not comply with the Warranty above, the Buyer must return the Goods to the Seller at the Buyer's cost and the Seller shall, at its option, repair or replace any Goods that are defective, or refund the price of such defective Goods.
- 7.3 Where the Buyer has accepted, or has been deemed to have accepted, the Goods the Buyer shall not be entitled to reject Goods which are not in accordance with the contract.

8 Title and risk

- 8.1 Risk shall pass on delivery of the Goods to the Buyer's address.
- 8.2 Notwithstanding the earlier passing of risk, title in the Goods shall remain with the Seller and shall not pass to the Buyer until the amount due under the invoice for them (including interest and costs) has been paid in full.
- 8.3 Until title passes the Buyer shall hold the Goods as bailee for the Seller and shall store or mark them so that they can always be identified as the property of the Seller.
- 8.4 The Seller may at any time before title passes and without any liability to the Buyer:
- 8.4.1 repossess and dismantle and use or sell all or any of the Goods and by doing so terminate the Buyer's right to use, sell or otherwise deal in them; and
- 8.4.2 for that purpose (or determining what if any Goods are held by the Buyer and inspecting them) enter any premises of or occupied by the Buyer.

	Trading Terms & Conditions	TC001-F01
	Form	Page 4 of 7
	Effective date: 02 nd January 2024	v018

8.5 The Seller may maintain an action for the price of any Goods notwithstanding that title in them has not passed to the Buyer.

9 Carriage of Goods

9.1 Carriage will be chargeable on all orders.

UK	Northern Ireland, Highlands, Isle of Man, Jersey	Outside of the UK
Standard charge of £15 for a standard 2-day delivery	Freight will be calculated at the point of order as additional charges are likely to apply.	Freight will be calculated and charged according to the buyers instruction
Shipments over 10kgs will attract an additional charge	Shipments over 10kgs will attract an additional charge	
Fast-track or timed deliveries will attract an additional charge	Fast-track or timed deliveries will attract an additional charge	

10 Traceability of medical devices

10.1 Wholesalers and distributors of products classified as medical devices are required to maintain onwards traceability records to end users as far as is possible. In the event of a field safety notice or product recall these records will be required by either the Seller or the MHRA.

11 Limitation of Liability

11.1 Nothing in these Conditions shall limit or exclude the Seller's liability for;

- 11.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- 11.1.2 fraud or fraudulent misrepresentation;
- 11.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or

	Trading Terms & Conditions	TC001-F01
	Form	Page 5 of 7
	Effective date: 02 nd January 2024	v018

11.1.4 defective products under the Consumer Protection Act 1987.

11.1.5 any matter in respect of which it would be unlawful for the Contractor to exclude or restrict liability.

11.2 Subject to this clause;

11.2.1 the Seller shall under no circumstances whatever be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and

11.2.2 the Seller's total liability to the Buyer 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 value of the goods.

11.3 After the Expiry Period, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

11.4 This clause shall survive termination of the Contract.

12 Notices/Communications

12.1 Any notice or other communication given to a party under or in connection with this agreement shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier, or e-mail.

12.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address stated in this Agreement or to such other address (being in Great Britain) as the addressee may from time to time have notified for the purpose of this Clause; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by ore-mail, one Business Day after transmission.

12.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

	Trading Terms & Conditions	TC001-F01
	Form	Page 6 of 7
	Effective date: 02 nd January 2024	v018

13 Entire Agreement

- 13.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 13.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

14 Force Majeure

- 14.1 If either party to this Agreement is prevented or delayed in the performance of any of its respective obligations under this Agreement by “force majeure”, then such party shall be excused the performance for so long as such cause of prevention or delay shall continue;
- 14.2 For the purpose of this Agreement ‘force majeure’ shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of such party and inter alia including, but not limited to the following:
- 14.2.1 Strikes, lockouts or other industrial action;
 - 14.2.2 Terrorism, civil commotion, riot, invasion, war threat or preparation for war;
 - 14.2.3 Fire, explosion, storm, flood, earthquake, subsidence, epidemic, pandemic, bad weather or other natural physical disaster;
 - 14.2.4 Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; and
 - 14.2.5 Political interference with the normal operations.

15 Survival of Causes of Action

- 15.1 The termination of this Agreement howsoever occurring shall not affect the rights and liabilities of the parties already accrued at such time nor affect the continuance in force of such of its provisions as are expressed as or capable of having effect after such termination.

	Trading Terms & Conditions	TC001-F01
	Form	Page 7 of 7
	Effective date: 02 nd January 2024	v018

16 Severability

16.1 If any provision of this Agreement 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 of this Agreement shall continue in full force and effect as if this Agreement had been executed with the illegal or unenforceable provision eliminated.

17 Waiver

17.1 A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

18 Variation

18.1 No variation of this Agreement shall be effective unless it is in writing and signed by both parties (or their authorised representatives).

18.2 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

19 Law and Jurisdiction

19.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

19.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims)