



The Technology  
Partnership

Viamed Ltd  
15 Station Road  
Cross Hills  
Keighley BD20 7DT  
UNITED KINGDOM

Order No CL00002834/SC1

Order Date 17 March 2020 15:18

Revision Date 17 March 2020 15:20

Reference QVM122493

Delivery Date

## Purchase Order

Please supply

Item	Quantity	Description	Unit Cost	Amount	Charge Code
1	5.0000	0110021 Viamed Oxygen Sensor R-22MEDV	36.00000	180.00	MDX :T39043:1125
2	1.0000	0120399 `T` adapter. 22mm I.D. - 22mm O.D. Disposable	25.00000	25.00	MDX :T39043:1125
3	1.0000	0310200 Low Flow air/oxygen ... Model: IHC2003A	1,102.50000	1,102.50	MDX :T39043:1125
4	5.0000	Calibration Assembly	12.95000	64.75	MDX :T39043:1125
5	1.0000	0320213 Blender Pole Mount Bracket Model: IHCPMB1	46.20000	46.20	MDX :T39043:1125
6	1.0000	PPUPS1 Courier delivery - Standard	10.00000	10.00	MDX :T39043:1125

INVOICE TO: TTP plc  
Melbourn Science Park  
Melbourn  
SG8 6EE UK  
accounts.payable@ttp.com

Net Amount  
(Excl VAT)

**1,428.45**

**Pound Sterling**

Subject to terms and conditions attached

**We will pay your account by BACS.**  
**Please ensure we have your current bank details**



**TTP plc**  
Terms and conditions of supply

**1 DEFINITIONS**

These conditions shall apply to all orders ('the Order') made for the purchase of goods ('the Goods') by TTP plc (TTP) from the seller named on the face of this Order ('the Seller').

**2 ORDERS**

TTP will not be responsible for any Goods or Services purported to be ordered by it unless confirmed or ordered on TTP's official printed order forms, duly signed.

Variation to these Terms and Conditions shall be valid only if confirmed by a director of TTP in writing.

The order and matters pertaining thereto shall be governed and construed in accordance with English Law and the Seller agrees to submit to the non-exclusive jurisdiction of the English Courts.

**3 PRICE**

The price stated in the Order shall include:

- (a) all delivery and packaging costs. TTP shall not be charged for nor be responsible for the return of any pallets or other packaging or delivery items;
- (b) an irrevocable and unrestricted right to use, copy, modify or change any computer programs which are supplied by the Seller for any purpose.

**4 DELIVERY**

Unless specified to the contrary.

- (a) delivery and transfer of risk shall take place at the delivery point shown on the Order;
- (b) time shall be of the essence. The date for delivery on the Order is the date on which the Goods and Services are received by TTP. If a delay or shortfall appears likely, the Seller must inform TTP of the fact.

TTP shall be entitled to inspect all items supplied following delivery and to reject and return at the Seller's expense the whole or part of any item or batch that is faulty in design, quality or construction or which does not come up to the sample or the standard for credit rebate of the price or replacement at TTP's sole option.

**5 PAYMENT**

Provided that the Seller has

- (a) delivered all the Goods or Services described in the Order;
- (b) submitted an accurate invoice within seven days of delivery;
- (c) submitted a monthly statement within seven days of the end of the month;

then TTP shall pay the Seller's invoice before the end of the month following the month of the invoice or delivery, whichever occurs later.

**6 WARRANTY**

The Seller warrants that:

- (a) all Goods and Services conform
  - (i) as to quantity, quality and description with the particulars including technical details, drawings or other information specified in the Order or otherwise made known in writing to the Seller, and
  - (ii) with any samples provided by either TTP or the Seller and
  - (iii) to United Kingdom safety standards
  - (b) The Goods are free from defects in design, materials and workmanship.
  - (c) Any computer software supplied will provide the features and facilities specified in this Order or otherwise represented by the Seller as being available.
  - (d) The Goods are of merchantable quality and fit for their intended purpose where made known to the Seller or where it may reasonably be inferred.
  - (e) Any Services shall be provided with the exercise of all reasonable care and skill.
- These warranties shall survive any termination of this Order and are not affected by inspection, delivery, acceptance or payment and shall enure for the benefit of TTP's successors, assignees, customers and users of the item or services provided.

**7 DRAWINGS AND SPECIFICATIONS**

All drawings, specifications and similar data supplied by TTP in connection with this Order are to remain TTP's property and must be surrendered to TTP upon completion of the Order. They must be used solely by the Seller in aid of the manufacture of the items called for on this Order and for no other purpose whatsoever except with TTP's written consent.

**8 CONFIDENTIALITY**

The Seller shall keep confidential any drawings, designs or information relating to TTP whether of a commercial or technical nature.

**9 TERMINATION**

TTP may cancel the whole or part of the Order at any time by written notice, fax or email if the Seller

- (a) fails to comply with any of its obligations under the Order, or
- (b) becomes bankrupt or insolvent or shall make any arrangements with his creditors, or being a company, shall make an arrangement with its creditors or be liquidated or have an Administration Order made against it or have an Administrative Receiver, Administrator, Receiver, or like officer appointed over any of its assets or
- (c) ceases or threatens to cease trade, or
- (d) is acquired by or merges with any third party, or
- (e) purports to assign any of its obligations under this Order without TTP's prior written consent.

TTP's right of cancellation is in addition to such other rights and remedies as TTP may be entitled to. Upon cancellation, the Seller will, if requested, provide TTP with all partly completed work and with all such documentation and information as may be necessary to enable a third party to complete the manufacture and supply of items ordered. Where the cost of completing such items or acquiring equivalent items from an alternative source exceeds the price that would have been payable to the Seller, the Seller will pay such excess to TTP on demand. All software licences shall continue without further payment or royalties or other charges notwithstanding cancellation by TTP in accordance with this provision.

**10 BRITISH STANDARDS**

Unless otherwise stated, the Goods must conform to British Standards Specification and conditions where applicable.

**11 HEALTH AND SAFETY**

In accepting this order the Seller undertakes to inform TTP in writing and before delivery of any goods containing hazardous materials or goods requiring special handling.

**12 ASSIGNMENT AND SUBCONTRACTING**

No part of this order may be sublet without TTP's authority (other than is normal in the course of the trade or business concerned). The Seller may not assign this Order without TTP's prior written consent.

**13 FORCE MAJEURE**

TTP reserves the right to require the Seller to suspend deliveries in the case of any strike, lock out, accidents or stoppage of TTP's business or other event beyond TTP's control which prevents or hinders the use of the Goods, and payment shall be postponed until such time as delivery shall be resumed.

**14 INDEMNITY**

The Seller shall indemnify TTP against any claim for infringement of letters patent, registered design, trade mark, copyright or other intellectual property rights by the use or sale of any article or material supplied by the Seller to TTP and against all costs and damages which TTP may incur in any action for such infringement or for which TTP may become liable in any such action.