

PURCHASE ORDER**HUNTLEIGH**

Acknowledgement ref: QVM129554

Order no: NS16445
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Supplier no: 7922

VIAMED
15 STATION ROAD
CROSS HILLS
KEIGHLEY
WEST YORKSHIREDeliver to:
HUNTLEIGH HEALTHCARE LTD
DIAGNOSTIC PRODUCTS DIVISION
35 PORTMANMOOR ROAD
CARDIFF
UNITED KINGDOM

BD20 7DT

CF24 5HN

Enquiries to: Jan Bowen

Tel: 029-20485885 Fax: 029-20492520

PLEASE SUPPLY UNDERMENTIONED GOODS IN ACCORDANCE WITH TERMS AND CONDITIONS HEREON AND OVERLEAF

LINE	DESCRIPTION	OUR ITEM REF.	QUANTITY	UoM	DELIVERY	UNIT COST	TOTAL ACCOUNT
10	REPAIR OF V1000 FOETAL HEART SIMULATOR	QVM129554					466631
			1.00	EA	02/04/2021	66.0000	66.00

ORDER TOTAL: GBP 66.00

Signed, for Huntleigh Healthcare Ltd - Diagnostic Products Division:



Company registration no. 942245 England. V.A.T. registration no. GB 382 4746 30

CONDITIONS OF PURCHASE

1. **General:** these conditions supersede any others referred to, offered, or relied on by the Seller in dealing with the Buyer in relation to this order. The Buyer will not be bound by any other terms and no variation from them may occur unless agreed in writing by the parties.
2. **Quality:** the goods will be of the highest quality, free from defects, suitable for their purposes, they will comply with all applicable legal or regulatory provisions and conform with specifications, drawings, samples, patents or other descriptions of the goods supplied by the Seller.
3. **Warranty:** the Seller shall repair or replace defective goods during the warranty period where such defect occurs due to faulty design, inadequate or faulty materials or workmanship or any other breach of the Seller's warranties, express or implied by without prejudice to any other rights and remedies of the Buyer.
4. **Intellectual Property:** the Seller shall warrant that the sale or use of the goods will not infringe any patents, trademarks, trade name, registered design, copyright or other intellectual property rights and shall indemnify the Buyer against loss, liability, claim, damages, or costs arising from an actual or alleged infringement. Ownership shall remain with the Buyer of background or other intellectual property supplied by the Buyer.
5. **Prices:** unless agreed by the parties, orders shall be invoiced at the order price. Payment will follow 60 days from the end of the month of delivery. Goods despatched before the requested delivery date will be paid as if delivered on the requested date. The Buyer may apply any monies due to the Seller towards payment of any sum owing to the Buyer by the Seller, its group or associates.
6. **Delivery:** the time stipulated for delivery shall be of the essence. If the Seller does not deliver the goods by the requested date and/or in accordance with these conditions, the Buyer may terminate the contract, and/or purchase the same description or similar goods, recovering from the Seller any amount over the cost of the Seller's goods. The Buyer may change the delivery date upon giving reasonable notice. The Buyer may cancel the order at any time, but in the absence of Seller's default will be responsible for the Seller's reasonable production cost incurred to the time of cancellation. The Seller shall indemnify the Buyer against all costs, claims and damages and expenses incurred due to a failure to deliver the goods for whatever reason.
7. **Packing:** the Seller shall ensure that each package shall be clearly marked with the consignee's name and address, the purchase order number, part number safety precautions, and that the goods are handled and packed so that they are delivered in an undamaged state, and that the goods and their packaging and labelling comply with all applicable legal or regulatory requirements.
8. **Tooling:** where components are produced from tools belonging to the Buyer, the Seller shall not use those tools or components to supply any other organisation without written permission from the Buyer.
9. **Acceptance:** the goods shall be subject to acceptance and approval by the Buyer who may return rejected goods at the Seller's expense. Replacements shall be subject to the conditions of this order.
10. **Risk and Title:** the Seller shall bear the risk of loss, destruction or damage to any goods until delivery is effected. The property in the goods shall pass to the Buyer on delivery.
11. **Information:** all confidential information including all designs, drawings, specifications supplied in connection with the order is confidential and use shall be restricted to the Seller's premises and not disclosed to anyone other than the Seller's employees that need to know the information. The information shall be used solely for the purpose of supplying the goods. All information will be returned to the Buyer upon request.
12. **Indemnity:** the Seller shall be liable for and indemnify against claims for injury or death to persons and damage to goods, plant or property belonging to the Buyer or any other party caused by the performance of this order or breach of failure to fulfil the Seller's obligations under this order, unless due to an act of neglect by the Buyer. The Seller will, provide the Buyer with evidence of insurance of no less than £2 million in respect of this clause unless otherwise agreed between the parties in writing.
13. **Termination:** the Buyer may terminate this contract immediately if the Seller breaches its obligations under this order or makes any voluntary arrangement with its creditors, becomes subject to an administrator order, is unable to pay its debts, becomes insolvent or goes into liquidation (or the equivalent in any jurisdiction).
14. **Law:** this contract shall be governed by and construed in all respects in accordance with the laws of England and as such the statutory rights of the parties are unaffected by these conditions. The parties submit to the exclusive jurisdiction of the English courts however proceedings may be brought in any jurisdiction for the purpose or enforcement of a judgement or order by any English court.
15. **RoHS Compliance:** all components or sub-assemblies supplied must be compliant to RoHS Directive (2011/65EU) unless authorised otherwise in advance by Huntleigh Diagnostics.