



# VIAMED

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**Product Trial**  
**Sale or Return Terms & Conditions**

In order to evaluate a product supplied by Viamed prior to making a purchasing decision, Viamed can supply its products on a 'Sale or Return' basis, where appropriate.  
 Please read and sign to agree to these 'Sale or Return' Terms & Conditions, and fax back to +44 (0)1535 635582, prior to commencing the product trial.

**Definitions**

The "Buyer" means the individual/company/organisation that has requested a product trial.  
 The "Seller" means Viamed Ltd.

"Goods" means the product(s) and associated accessories/consumables included in the trial.  
 "Sale or Return" is the method by which the product(s) will be evaluated by the Buyer.

**Conditions**

1. Delivery of the Goods shall be made to the Buyer's address and the Buyer shall make the necessary arrangements to take delivery of the Goods.
2. The risk in Goods shall pass to the Buyer upon delivery of the Goods.
3. The Seller remains the owner of the Goods issued on Sale or Return, until payment has been received in full.
4. Any claim by the Buyer which is based on any defect in the quality or condition of the Goods, or their failure to correspond with the specification, shall be notified to the Seller within 48 hours from the date of delivery.
5. The product trial will be conducted over a four week period (unless otherwise agreed between the Seller and the Buyer). At which point the Seller will contact the Buyer for feedback and a purchasing decision.
6. Should the Buyer wish to purchase the Goods, a purchase order number and/or payment details must be promptly supplied to the Seller, according to the Buyer's account status.
7. Should the Buyer wish to return the Goods at any time during the product trial, the Goods must be returned to the Seller promptly using the same, or equivalent postal service that the Goods were dispatched from the Seller.
8. The Buyer will be liable for the cost of remedying any damage to the Goods, where in the opinion of the Seller, the damage has been caused by the Buyer's misuse.
9. The Buyer will be liable for the cost of remedying any damage to the Goods returned to the Seller, where in the opinion of the Seller, the damage has been caused by the Goods being inadequately packaged by the Buyer.
10. Should the Seller not receive the returned Goods from the Buyer, the Buyer must pay for the Goods in full.

Signed \_\_\_\_\_  
 Print Name Andy Smith  
 On Behalf of NURFIELD HOSPITAL BIRMINGHAM  
 Date 31 March 2010  
 Tel No. 01273 622091  
 Email andy.smith@nurfildhosp.co.uk

Product Trial - Sale or Return Terms & Conditions as at 18.02.2010