

Contact Details

For UK Customer Services

Tel: 08448 730 035 Fax: 08448 730 100

E-mail: uksales@pattersonmedical.com

For International Customer Services

Tel: +44 1623 448 706 Fax: +44 1623 448 784

E-mail: international@pattersonmedical.com

Terms

1. Parties

- a. The "Company" means Patterson Medical Limited.
- b. The "Customer" means the person, firm or company buying goods from the Company to whom the goods are to be invoiced (unless the context otherwise requires) and any person to whom or for the benefit of whom the goods may be delivered.
- c. The "Goods" means the goods described on our invoice.

2. Orders

- a. Orders with a value of less than £30 (excluding VAT, net discounts) will attract a £4.00 low order surcharge to cover administration costs.
- b. All orders to be forwarded to the address below.
- c. VAT Exemption - Buyers who qualify for exemption from paying VAT should include a valid VAT exemption certificate (or other documentation approved by the Customs and Excise for the purpose) with each order.

3. Quotations

Any estimate or quotation shall comprise an invitation to treat and will remain open for a period of 6 weeks provided that the Company has not previously withdrawn it.

4. Specification

Every effort is made to ensure our catalogue descriptions and illustrations are clear and accurate. All colours and sizes are approximate. The reproduction of colours is as accurate as photographic and printing processes allow. Due to our policy of continual improvement some products may vary from those described. The company reserves the right to amend the specification, construction and/or design without prior notice.

5. Prices

- a. All prices quoted are exclusive of Value Added Tax.
- b. The Company reserves the right, to vary the price of the Goods to take account of any increases in the cost of raw materials, manufacture, packing, transport or wages or otherwise.
- c. Prices charged will be those effective at the date of receipt of Customer Order.
- d. Prices quoted supersede all previous prices unless otherwise stated.

6. Payment

- a. Unless the Company otherwise agrees, settlement is due within 30 days of date of invoice to Patterson Medical Ltd., at the address below.
For new Customer's without a credit account please see the New Customer section at the bottom of the Order Form/How to Order page. For new customers without a

- credit account, please see ['Become a Customer'](#).
- b. Customers requiring a Credit Account are required to complete and sign a Credit Account Application Form.
 - c. The Company reserves the right to charge interest on all overdue payments and outstanding balances at the rate of 4% per month.
 - d. The Customer shall not be entitled to withhold payment either wholly or in part once the same has become due except where expressly agreed with the Company.

7. Delivery / Handling Charges

- a. Unless the Company otherwise agrees, delivery shall be made to the delivery point specified in the Order.
- b. Stated delivery times are no more than an estimate on the part of the Company and shall not be binding upon the Company, which shall not be liable for any costs or damage caused by reason of any delay in delivery.
- c. Orders received before 16:00 Monday to Friday will only be despatched the same day for UK customers with credit accounts that do not have overdue payments. This is subject to products being in stock and does not apply to supplier delivered, made to order or non-stock items. For clarification, please check the status of the product at time of order. Patterson Medical does not accept any liability for product/s not despatched on the same day nor does it give any guarantee regarding the actual delivery time or date.
- d. The Company reserves the right to make delivery by instalments and to tender a separate invoice in respect of each instalment.
- e. Unless otherwise stated on the catalogue page, carriage is not charged on orders over £285 (excluding VAT, net of discounts). Orders less than £175 will be charged at £11.25, Orders between £175 and £285 will be charged at £13.25 per order. Oversize items are subject to additional delivery and handling charges, regardless of the value of the order, please see pages 1206 to 1207 for details.
- f. Unless otherwise stated on the catalogue page, carriage on all orders for Channel Islands, Isle of Wight, Northern Ireland, Isle of Man and Scottish Islands will be charged at the above standard terms plus £10 per carton.
- g. Please note that Made to Order and Non-stock products are delivered direct from our manufacturers and will be despatched and invoiced separately. Delivery times for these items may vary from our standard terms. These items are non-returnable. For clarification, please check the status of the product at time of order.
- h. Oversize, Made to Order and Non-stock products are delivered to a ground floor location and are not installed in-situ, should additional delivery services be required they must be specified at time of order and may be subject to additional costs.

8. Cancellations

- a. No notice of cancellation of an Order shall be valid unless given in writing and agreed to by an authorised representative of the Company.
- b. If written notice of cancellation is received by the Company, the Company reserves the right to levy a cancellation charge up to 50% of the amount of the Order.
- c. If the Contract provides for delivery by instalments, each instalment shall be deemed to be the subject of a separate contract and non-delivery or delay in the delivery of any instalment shall not entitle the Customer to repudiate the contract as regards the balance.

9. Passing of Title

The legal title to the Goods shall not pass to the Customer until all sums due or payable by the Customer to the Company whether in respect of the Goods or otherwise shall have been received by the Company.

10. Passing of Risk

The risk in the Goods shall pass to the Customer when the Goods are tendered for delivery at the delivery point specified in the Order. In the event that the Goods are collected by the Customer from the Company's works the risk of the Goods shall pass to the Customer when they are loaded onto the vehicle of the Customer or of his carrier or other agent.

11. Warranty

Unless otherwise stated, a 12 month guarantee from the date of the invoice applies to all products with the exception of disposable and limited life products. The Company warrants that the Goods shall at the time of delivery correspond to the specifications published by the Company when used for purposes for which goods of that type are ordinarily used. In the absence of any such published specifications applicable to the Goods, the Company warrants that the Goods shall at the time of delivery be of merchantable quality. If any Goods do not conform to that warranty the Company will at its option:

- i. Replace the Goods found not to conform to the warranty
- ii. Bring the Goods into conformity with the published specifications of the Company or (as the case may be) merchantable quality
- iii. Take back the Goods found not to conform to the warranty and refund the appropriate part of the purchase price. Please contact Customer Services.

Goods will only be collected from the original delivery address. This does not affect your statutory rights.

12. Force Majeure

The Company shall not be liable for any loss or damage caused by circumstances beyond the Company's control including but not limited to an Act of God, war, civil disturbance, governmental restrictions, import or export regulations, industrial disputes and difficulties in obtaining labour or materials. Should any such event occur the Company might cancel or suspend this contract without incurring any liability for any loss or damage caused.

13. Notice of Damage, Non-Delivery or Wrong Delivery

- . The Company gives no guarantee of the exact quantity of goods delivered and in the event that quantity of Goods delivered does not correspond with the quantity stated on the Order the Customer shall only be liable to pay for the quantity delivered.
- a. If, upon receipt, the goods appear damaged, incomplete or incorrect please indicate on the carrier's documentation and notify our Customer Services Department of the situation no later than 3 days after delivery. If in doubt please sign the carrier's documentation "Unexamined". Should an expected consignment not arrive, please notify our Customer Services Department within 21 days from date of invoice, failing which the Company shall be under no liability for non-delivery. Made to Order and Non-stock products should be immediately inspected on arrival and any damage reported to customer services the same day.
- b. Any surplus goods delivered shall remain the property of the Company and the Customer shall take all reasonable precautions for the safe custody and protection of such surplus goods until the time of their removal by the Company.
- c. Under no circumstances shall any goods be returned to the Company without its prior consent, otherwise liability is not accepted. The Company will issue a Goods Returns Number and this must be clearly marked on the exterior of every package returned. Returned Goods must be suitably packaged, for transportation by carrier. Goods received without suitable packaging will not be credited. Where the Company has made the error, full credit will only be given on returned goods that are fit for sale.

- d. The Company is under no obligation to accept goods for return due to customer ordering errors, surplus stock etc. but where it agrees to do so a 15% handling charge will apply, the customer will arrange carriage and pay all freight charges. The company will issue a Goods Returns number which must be clearly marked on the exterior of each package returned.
- e. Refused Deliveries - We reserve the right to make a carriage charge plus 15% handling charge on all consignments tendered for delivery, which are refused without justification.
- f. Only unused and complete goods may be returned, they must be undamaged current lines in their original packaging, displayed in our most recent catalogue and less than 12 months old. Goods not conforming to these criteria will not be accepted for credit. The company reserve the right to dispose of any non-saleable and uncreditable returned goods.
- g. Made to Order and Non-stock products are non-returnable.

14. Disputes and Set-Off

Any liability of the Company under the contract shall be subject to and conditional upon the due performance and observance by the Customer of all its obligations under these conditions and subject to these conditions the Customer shall not be entitled to withhold or delay payment or exercise any right or set-off whatsoever and howsoever arising or arisen which might otherwise be available to it.

15. Copyright

All copyrights shall remain the property of the Company alone unless otherwise expressly agreed in writing with the Customer.

16. Patent Rights

The Customer warrants that any instructions furnished or given by the Customer shall not be such as will cause the Company to infringe any letters patent or trade mark or other intellectual property right in execution of the Customer's order and shall indemnify the Company against all actions, processing's, costs, claims and such demands arising there from to the extent that such instructions lead to such infringements.

17. Government Charges

The Customer will reimburse the Company for any increase in tax or Governmental charge, or for any new tax or Governmental charge hereafter becoming effective which the Company may be required to pay to any Government upon the sale, production, or transportation of the Goods and which has the effect of increasing the cost of the Goods sold hereunder.

18. Assignment

This contract is personal to the Customer and may only be assigned by it with the prior written consent of the Company.

19. Bankruptcy / Liquidation

If the Customer being an individual (or, when the customer is a firm, any partner in that firm) shall at any time become bankrupt, or having a receiving order made against them or shall make any composition or arrangement with or for the benefit of the creditors or if the Customer, being a company, an order for winding up is made or a resolution for winding up is passed or if a receiver or manager is appointed on behalf of a creditor or otherwise, the Company shall have the right to stop Goods in Transit, to suspend further deliveries and to determine any subsisting contract with the Customer and (in any case where title to the Goods has passed to the Customer but payment is due and has not been made) the Company shall have a lien over the Goods and right of resale provided that any such action shall be without prejudice to any right or claim the Company may have against the Customer.

20. Customer Care

In our quest for continual improvement, we may from time to time monitor and record customer communications. This is for internal training purposes only and the confidentiality of our Customers and their transactions will be fully protected at all times.

21. Personal Callers

We regret that we are unable to deal directly with personal callers to our office.

22. Terms and Conditions

Terms and conditions quoted in this catalogue supersede all previous terms and conditions unless otherwise stated.

23. Company Details

Patterson Medical Ltd,
Nunn Brook Road, Huthwaite,
Sutton-in-Ashfield,
Nottinghamshire, NG17 2HU, UK

Tel: 08448 730 035

Fax: 08448 730 100

Company Registration Number 4374752

VAT Registration Number 945765283

24. Waste Electrical and Electronic Equipment (WEEE) Regulations

The UK's Waste Electrical and Electronic Equipment (WEEE) Regulations came into force in July 2007; this legislation encourages business and consumers to arrange collection and recycling of household electrical appliances.

Electronic waste is one of the fastest growing waste streams increasing by 5% per year. Much of the UK's WEEE ends up in landfill, where the lead and other toxins it contains can cause soil and water contamination. This can have a harmful effect on natural habitat, wildlife and also human health.

To fulfil our obligations as a retailer, Patterson Medical is offering a take back service of old WEEE when you purchase an equivalent item from us. The old WEEE must be returned to us within 28 days of purchase of your new item and at your cost.

For information on how to return your old WEEE please contact us on 08448 730 035.

Under the WEEE Regulations, all new electrical goods should be marked with the crossed-out wheellie bin symbol to show that the product should be disposed of separately from the normal household waste and can be recycled.



If you cannot or do not use our offer to take back old WEEE please contact your local council or visit www.recycle-more.co.uk for details of your nearest collection site.

Competition Terms and conditions

1. The promoter is: Patterson Medical UK Ltd, registered office Nunn Brook Road, Huthwaite, Sutton-in-Ashfield, Nottinghamshire. NG17 2HU UK.
2. Employees of Patterson Medical or their family members or anyone else connected in any way with the competition or helping to set up the competition shall not be permitted to enter the competition.
3. There is no entry fee and no purchase necessary to enter this competition.
4. Route to entry for the competition and details of how to enter are detailed on the promotional material/promotional staff
5. Closing date for entry will be clearly identified on all promotional material. After this date the no further entries to the competition will be permitted.
6. No responsibility can be accepted for entries not received for whatever reason.
7. The promoter reserves the right to cancel or amend the competition and these terms and conditions without notice in the event of a catastrophe, war, civil or military disturbance, act of God or any actual or anticipated breach of any applicable law or regulation or any other event outside of the promoter's control. Any changes to the competition will be notified to entrants as soon as possible by the promoter.
9. The promoter is not responsible for inaccurate prize details supplied to any entrant by any third party connected with this competition.
10. No cash alternative to the prizes will be offered. The prizes are not transferable. Prizes are subject to availability and we reserve the right to substitute any prize with another of equivalent value without giving notice.
11. Winners will be chosen at random with the mechanic identified on the promotional material
12. The winner will be notified by email and/or letter within 28 days of the closing date. If the winner cannot be contacted or do not claim the prize within 14 days of notification, we reserve the right to withdraw the prize from the winner and pick a replacement winner.
13. The promoter will notify the winner when and where the prize can be collected.

14. The promoter's decision in respect of all matters to do with the competition will be final and no correspondence will be entered into.

15. By entering this competition, an entrant is indicating his/her agreement to be bound by these terms and conditions.

16. The competition and these terms and conditions will be governed by English law and any disputes will be subject to the exclusive jurisdiction of the courts of England.

17. The winner agrees to the use of his/her name and image in any publicity material. Any personal data relating to the winner or any other entrants will be used solely in accordance with current UK data protection legislation and will not be disclosed to a third party without the entrant's prior consent.

18. The winner's name will be available 28 days after closing date by sending a stamped addressed envelope to the address indicated by point 1.

19. Entry into the competition will be deemed as acceptance of these terms and conditions.