1 Definitions

The following expressions shall have the fmeanings attributed to them:

Seller	Bray Group Limited (Bray Healthcare), 1-5 Regal Way, Faringdon, SN7 7BX
Buyer	The person or organisation who purchases or agrees to purchase Goods from the Seller
Conditions	The terms and conditions of sale as set out in this document, including any special terms and conditions agreed in writing by the Seller
Goods	The items which the Buyer agrees to purchase from the Seller
Price	The price for the Goods, excluding VAT and any applicable carriage, packaging and insurance costs
Export Sale	Goods sold for delivery outside of the United Kingdom
Agreement	This Terms and Conditions Agreement

2 Conditions

2.1 These Terms and Conditions shall form the basis of the contract between the Seller and the Buyer for the sale of Goods, to the exclusion of all other terms and conditions, including any standard conditions of purchase or other terms the Buyer may seek to apply under any purchase order, or confirmation of order, or any other document.

2.2 All orders for Goods shall be deemed to constitute an offer by the Buyer to purchase Goods from the Seller pursuant to these Conditions.

2.3 Acceptance of delivery of the Goods or receipt of payment shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions.

3 Price

3.1 The Price shall be as stated in the Sellers current price list or specific written quotation to the Buyer.

3.2 Quotations are valid for thirty (30) days from the date of issue, unless agreed in writing by the Seller.

3.3 Orders for delivery outside of the United Kingdom maybe subject to an export administration fee of £25 in addition to the applicable shipping costs.

3.4 A Certificate of Analysis is available upon request, fees maybe applicable.

3.5 Additional documentation can be requested at the time of order and will be subject to applicable charges, as agreed in writing.

4 Payment and Interest

4.1 Payment of the Price and applicable VAT shall be due immediately from the date of the Seller's Proforma invoice in order to release the order for processing. Where separate payment terms have been agreed in writing, payment shall be due within thirty (30) days of the date of the Seller's invoice.

4.2 Interest on overdue invoices shall accrue daily from the date when payment becomes due until the date of actual payment, at a rate of 8% per annum above the Bank of England base rate in force at the time. Such interest shall accrue before and after judgment.

4.3 Credit card payments may be made by telephone and will incur a percentage charge based on the invoice value.

4.4 The Buyer shall pay all invoices in full and not exercise any rights of set-off or counterclaim against due to the Seller.

5 Goods

5.1 The Seller reserves the right to amend or change the specification of the Goods at any time provided that such changes do not materially affect the performance or intended use of the Goods.

6 Warranties

6.1 The Seller warrants that, up until the expiry date (where applicable), the Goods shall:

6.1.1 Conform to their description;

6.1.2 Be of satisfactory quality with the meaning of the Sale of Goods Act 1979; and

6.1.3 Be fit for any purpose expressly held out by the Seller.

7 Delivery of the Goods

7.1 Delivery of the Goods shall be made to the agreed address. The Buyer shall make all necessary arrangements to take delivery of the Goods.

7.2 The Seller shall use reasonable endeavours to dispatch the Goods on an agreed delivery date but does not guarantee delivery on that date. Time of delivery shall not be of the essence of the contract.

7.3 The Seller shall not be liable for any loss or damage,whether direct or indirect arising from the late delivery or short delivery of the Goods. In the event of short delivery, the Buyer shall not reject the Goods but must accept the Goods as delivered and submit a claim to the Seller within three (3) working days.

7.4 If the Buyer fails to accept delivery of the Goods within five (5) working days of notification, the Seller reserves the right to charge the Buyer for any additional shipping or storage charges inccured.

7.5 The Seller will not accept returned orders unless agreed in writing. Any Goods returned without prior authorisation may be subject to charges for product destruction.

7.6 The Buyer is responsible for all charges associated with the import and clearence of Goods for Export Sale.

7.7 Goods returned to the Seller due to unpaid import or clearence charges will not be credited, and any additional costs incurred maybe be charged to the Buyer.

8 Acceptance of the Goods

8.1 The Buyer shall be deemed to have accepted the Goods three (3) days after delivery.

8.2 The Buyer is responsible for notifying the Seller within five (5) working days of dispatch confirmation if the Goods have not arrived at the Buyer’s delivery premises. After this period, the Goods shall be deemed accepted and payment of the invoice shall be required.

8.3 The Buyer shall carry out a thorough inspection of the Goods within five (5) working days of delivery. If the Buyer discovers that any or all of the Goods do not comply with warranties set out in clause 6, the Buyer must notify the Seller immediately upon discovery.

8.4 Where the Buyer has accepted, or is deemed to have accepted, the Goods, the Buyer shall not be entitled to reject Goods that do not conform to the contract.

9 Title and risk

9.1 Risk in the Goods shall pass to the Buyer upon delivery to the Buyer's address or in accordance with the incoterm of shipment.

9.2 Notwithstanding the earlier passing of risk, title to the Goods shall remain with the Seller and shall not pass to the Buyer until the Seller has received payment in full for the Goods, including applicable interest and costs.

9.3 Until title passes to the Buyer, the Buyer shall hold the Goods as bailee for the Seller and shall store or clearly mark them in a manner that ensures they remain identifiable as the property of the Seller.

9.4 The Seller may, at any time prior to the passing of title and without any liability to the Buyer:

9.4.1 Repossess, dismantle, and use or resell all or any of the Goods, thereby terminating the Buyer's right to use, sell or otherwise deal in them; and

9.4.2 For that purpose (or for determining what, if any, Goods are held by the Buyer and inspecting them) enter any premises owned or occupied by the Buyer.

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

10 Carriage of Goods

10.1 Carriage charges shall apply to all orders unless agreed in writing by the Seller.

11 Buyers obligations

11.1 It is the responsibility of all Buyer's who purchase Product(s) classified as Medicines or Medicial Devices for re sale to maintain onward traceability records to end users, as far as reasonably possible. In the event of a field safety notice or product recall, these records must be made available to the Seller or the MHRA upon request.

11.2 The Buyer shall ensure that no changes are made to packaging, labelling or instructions for use for the Product(s)

11.3 The Buyer shall obtain any necessary import licences, certificates of origin or other requisite documents, and shall pay all applicable customs duties and taxes in respect

of the importation of the Product(s) into the Territory or Territories and their resales therein.

11.4 The Buyer shall ensure that any Product(s) entering a Territory or Territories comply with all applicable local regulatory and importation requirements.

11.5 The Buyer shall ensure that the storage of all Product(s) after delivery is in accordance with the Product(s) specification and, in any event under conditions that preserve the quality of the materials.

11.6 The Buyer shall log all product complaints and provide the Seller with a consolidated report on a quarterly basis.

11.7 The Buyer shall not sell the Product(s) on external e-commerce platforms withought prior written authorisation.

12 Limitation of Liability

12.1 Nothing in these Conditions shall limit or exclude the Seller's liability for:

12.1.1 Death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

12.1.2 Fraud or fraudulent misrepresentation;

12.1.3 Breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);

12.1.4 Defective products under the Consumer Protection Act 1987; or

12.1.5 Any matter in respect of which it would be unlawful for the Seller to exclude or restrict liability.

12.2 Subject to clause 12.1:

12.2.1 The Seller shall under no circumstances 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

12.2.2 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.

12.3 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.

12.4 This clause shall survive termination of the Contract.

13 Notices/Communications

13.1 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. Notices may be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, or email.

13.2 A notice or other communication shall be deemed to have been received:

13.2.1 If delivered personally, when left at the address stated in this Agreement or at such other address (within Great Britain) as the addressee may have been notified for the purpose of this Clause;

13.2.2 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;

13.2.3 If delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed;

13.2.4 If sent by or email, one Business Day after transmission.

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

14 Entire Agreement

14.1 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.

14.2 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.

15 Force Majeure

15.1 If either party to this Agreement is prevented or delayed in the performance of any of its obligations under this Agreement by reason of "force majeure", that party shall be excused from such performance for the duration of the cause of prevention or delay.

15.2 For the purposes of this Agreement 'force majeure' shall mean 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:

15.2.1 Strikes, lockouts or other industrial action;

15.2.2 Terrorism, civil commotion, riot, invasion, war threat or preparation for war;

15.2.3 Fire, explosion, storm, flood, earthquake, subsidence, epidemic, pandemic, bad weather or other natural physical disasters;

15.2.4 Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; and

15.2.5 Political interference with the normal operations.

16 Survival of Causes of Action

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

17 Severability

17.1 If any provision of this Agreement is held invalid, illegal or unenforceable by any Court of competent jurisdiction, that provision shall be deemed severed,and the remainder of the Agreement shall continue in full force and effect as if this Agreement had been executed withought the invalid, illegal or unenforceable provision.

18 Waiver

18.1 A waiver of any right under the Contract or applicable law shall only be effective if given 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 applicable law shall constitute a waiver of that or any other right or

remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of any such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

19 Variation

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

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

20 Law and Jurisdiction

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20.1 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. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle such disputes or claims.