

TERMS AND CONDITIONS OF TRADE OF

Sun Dental Laboratories (UK) Ltd

1. INTERPRETATION

In these Conditions the following words have the following meanings:

- 1.1. **Conditions:** The standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and SDL.
- 1.2. **SDL:** Sun Dental Laboratories (UK) Ltd .
- 1.3. **Buyer:** Any person(s), firm or company that purchases Goods and/or Services from SDL.
- 1.4. **Contract:** Any agreement between SDL and the Buyer for the sale and purchase of Goods and/ or the supply of Services incorporating these conditions.
- 1.5. **Goods:** The goods agreed in the Contract to be supplied by SDL to the Buyer.
- 1.6. **Services:** The Services agreed in the Contract to be supplied by SDL to the Buyer.

2. GENERAL

- 2.1. Unless there is a variation under Condition 2.2 all Contracts will be on these conditions to the exclusion of all other terms (including any terms the Buyer purports to apply under any purchase order, confirmation of order, specification or other document).
- 2.2. These conditions apply to all SDL's sales and no variation of these Conditions or representation shall have any effect unless agreed in writing by an authorised official of SDL.
- 2.3. No order placed by the Buyer shall be deemed to be accepted by SDL until a written acknowledgement of order is issued by SDL or, if earlier, SDL delivers the Goods to or performs the Services for the Buyer.
- 2.4. Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such address as may at the relevant time have been notified pursuant to this provision to the party giving the notice and may be delivered personally or by fax, first class recorded delivery post or first class air mail letter. A notice shall be deemed to have been served (if personally delivered) at the time of delivery or (if sent by first class recorded delivery post) forty-eight hours after posting or (if sent by first class air mail letter) ninety-six hours after posting or (if sent by fax) at the time of transmission.
- 2.5. The Buyer may not assign, transfer, charge or deal in any other manner with the Contract or any of its rights under it, nor purport to do any of the same, nor subcontract any or all of its obligations under the Contract without having obtained the prior written consent of SDL.
- 2.6. SDL shall be entitled to assign its rights under the Contract and sub contract any or all of its obligations under the Contract to any third party.

3. PRICE

- 3.1. The price for the Goods and Services shall be as listed in SDL's price list as at the date of delivery in the case of the Goods or on the date of performance in the case of the Services.

- 3.2. In addition to the price applicable, the Buyer must pay all value added tax (if applicable), any other taxes, levies or duties, carriage, insurance costs, loading and unloading costs.
- 3.3. The Buyer will have to pay an additional delivery charge (which SDL will tell the Buyer about) if the Buyer requires SDL to deliver the Goods or to provide the Services outside normal working hours.
- 3.4. SDL may revise its price lists from time to time without telling the Buyer but SDL will only increase the price for the Contract between the date of the Buyer's order and when it deliver the Goods and/or provides the Services if there is an increase in the cost of raw materials, labour and/or other production costs, changes in the types or rates of tax contributions or levies.
- 3.5. SDL will be entitled to invoice the Buyer at any time following delivery of the Goods and/or provision of the Services to the Buyer.
- 3.6. The Buyer shall notify SDL in writing of any changes in its name, address or other circumstances that may affect the payment of accounts at least 14 days in advance of the date of effect.

4. PAYMENT AND CANCELLATION

- 4.1. Payments but, without limitation, including payment for advertising space shall be made within 30 days of the date of invoice and shall be in the currency stated on the invoice without any deduction, set-off or withholding whatsoever. Time for payment shall be of the essence.
- 4.2. No payment shall be deemed to have been received until SDL has received cleared funds. SDL reserves the right to check the credit rating of any client
- 4.3. SDL reserves the right to claim interest on late payment at the rate of 5% per month.
- 4.4. If any payment by the Buyer is overdue on this or any other Contract or the Buyer shall enter into any composition or arrangement with its creditors, or if being an incorporated company the Buyer shall have a receiver or administrator appointed or shall pass a resolution for winding up or a court shall make an order to that effect or if not being an unincorporated company the Buyer shall have a receiving order made against it or if the Buyer ceases or threatens to cease to carry on business or if there shall be any breach by the Buyer of any of these Conditions, SDL may cancel the Contract and suspend further deliveries of Goods to and/or performance of the Services for the Buyer until payment of all outstanding amounts is made in full. If SDL cancels any Contract, payments owing by the Buyer on all Contracts shall become payable to SDL immediately (whether or not otherwise due at the time of cancellation by SDL) and the Buyer's right to possession of the Goods shall terminate.
- 4.5. The Buyer will pay, on demand and on a full indemnity basis, all costs and expenses (and VAT) which SDL may from time to time incur by reason of the Buyer's failure to perform its obligations under the Contract.
- 4.6. Except as otherwise expressly provided in these Conditions, cancellation of an order by the Buyer, in whole or in part cannot be accepted without SDL's consent in writing which shall only be given if a full indemnity is given by the Buyer to SDL. All cancellations of any order must be made in writing and cannot be accepted verbally.
- 4.7. No claims for credit will be considered after 21 days from the date of invoice

5. DELIVERY

- 5.1. Delivery shall take place on despatch from SDL's premises.
- 5.2. All delivery and performance times and dates are estimates only given in good faith but without obligation SDL shall not be liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in delivery of the Goods or performance of the Services (even if caused by SDL's negligence). Time for delivery is not of the essence. If no dates are specified, delivery and/or performance will be within a reasonable time.
- 5.3. If the Buyer (1) requests that delivery be postponed or (2) refuses to accept delivery or (3) fails to give SDL adequate delivery instructions, then (a) risk of damage to or loss of the Goods will pass to the Buyer (including for loss or damage caused by SDL's negligence), (b) the Goods will be deemed to have been delivered, (c) SDL may store the Goods until actual delivery and charge the Buyer for all related costs including insurance for storage, (d) SDL may increase the price according to price lists applying at time of actual delivery and (e) SDL may sell the Goods at the best price readily obtainable and charge the Buyer for any shortfall below the price under the Contract.
- 5.4. SDL shall have no liability for non-delivery or short delivery unless notified by the Buyer in writing within two working days of due delivery date. If written notification is received SDL's liability for non-delivery or short delivery shall be limited to replacing the Goods within a reasonable time or issuing a credit note against any invoice raised for the relevant Goods. If the Buyer does not notify SDL within this time limit, the Buyer shall be deemed to have received the Goods and shall be bound to pay the price as if the Goods had been delivered.
- 5.5. SDL will charge for an express courier or postal service. At least £15 will be charged for 9am or Saturday deliveries.
- 5.6. A loss and handling charge is added to the weight of gold and precious alloys used

6. PASSING OF RISK AND PROPERTY

- 6.1. Risk of loss, damage or deterioration in the Goods shall pass to the Buyer when despatched from SDL's premises.
- 6.2. Ownership of the Goods shall not pass to the Buyer until SDL has received full payment of all sums due to SDL on any account. Until ownership of the Goods has passed to the Buyer, the Buyer as bailee shall keep them safe, insured and separate and identifiable from all other Goods in its possession at no cost to SDL. If monies on any account become overdue, the Buyer grants SDL, its agents and employees an irrevocable licence at any time (in addition to any other rights it may have) to enter any land or buildings where the Goods are located in order to inspect them, or where the Buyer's right to possession has terminated to repossess and sell the Goods.
- 6.3. Preferred impression techniques are full arch impressions either cured silicon or Impregum that are disinfected. SDL's acceptance of an impression or other clinical record, without challenge, normally implies that it is fit for purpose.
- 6.4. Appliances are constructed to the specification prescribed on the laboratory work ticket. SDL is not responsible for the suitability of that specification. SDL endeavours to interpret and follow the client's instructions correctly. If however a mistake is made SDL will rectify the situation free of charge. SDL will not compensate dentist's fees, consequential losses or expenses of any kind.

7. DEFECTS AND INSPECTION OF GOODS

- 7.1. The Goods are not tested and SDL gives no warranty to the Buyer in relation to the Goods. All warranties, conditions or other terms implied by statute or common law (save for the conditions implied by Section 12 of the Sale of Goods Act 1979) are excluded to the fullest extent permitted by law.
- 7.2. Any claim by the Buyer based on a defect in the quality or condition of the Goods must be notified to SDL by the Buyer in writing within 5 working days from the time of delivery or collection. Notice must be other than by consignment note.
- 7.3. The Buyer shall not be entitled to reject the Goods and shall be bound to pay the price if it fails to comply with condition 8.2. It is the responsibility of the Buyer (at its own expense) to return defective Goods to SDL's premises for inspection if requested to do so by SDL within 14 days of delivery. For the purposes of condition 8.2, time shall be of the essence.
- 7.4. Where the Buyer complies with conditions 8.2 and 8.3, at SDL's discretion, SDL shall replace or repair the defective Goods or refund the price to the Buyer. SDL shall have no further liability to the Buyer for any defect in the Goods in any event.
- 7.5. By fitting the appliance the client accepts that SDL has produced the appliance to the specification and satisfaction of the client. SDL will not enter any kind of dialogue with patients as a result of them contacting us directly. Patients will immediately be referred back to the client. SDL will not compensate, any individual patient, in the event a product fails to meet the required prescription. The prescribing client will be expected to meet these costs

8. EXPORT TERMS

- 8.1. Unless any special terms are agreed in writing between authorised representatives of the Buyer and SDL, where the Goods are supplied for export from the United Kingdom the Buyer shall be responsible (at its own expense) for complying with any legislation or regulations governing the importation of the Goods into the country of destination (including obtaining relevant licences, permits and permissions) and for the payment of any duties and for supplying all relevant details to the Seller where delivery is to be made at the Buyer's premises
- 8.2. Unless the Goods are to be collected by the Buyer or its carrier from SDL's premises, the Goods shall be delivered at the Buyer's nominated premises (as agreed by SDL).

9. LIABILITY

- 9.1. The maximum aggregate liability of SDL, its employees and agents for breach of contract, misrepresentation, misstatement or other tortious act or omission including negligence arising under or in connection with the Contract shall so far as permitted by law be limited to the price paid to SDL under the Contract. Nothing in these conditions shall exclude SDL's liability for death or personal injury resulting from negligence or fraudulent misrepresentation.
- 9.2. SDL shall not be liable for any loss of profit or for any indirect or consequential loss or depletion of goodwill or loss of business nor costs, expenses or other claims for consequential compensation whatsoever that arises out of or in connection with the Contract.
- 9.3. SDL reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond its reasonable control including, without limitation, acts of God, government actions, war or national emergency, armed conflict, terrorist attack, terrorist activity, riot, blockades, embargoes, fire, explosion, flood, epidemic,

blackouts, malicious damage, strikes, or other labour disputes (whether or not relating to SDL's workforce) or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, labour, fuel, parts of machinery, or import or export regulations or embargoes. If the event in question continues for a continuous period in excess of 20 days the Buyer shall be entitled to give notice in writing to SDL to terminate the contract.

- 9.4. SDL will only consider claims for remakes at a concessionary remake rate within 30 days from the date of delivery. The client is solely responsible for any additional costs and charges incurred through changing instructions from the original prescription.
- 9.5. SDL reserves the right to charge for the remaking of an appliance and for shade changes.

10. SEVERABILITY

If any competent authority holds any provision of these conditions to be invalid or unenforceable in whole or in part, the validity of the other provisions of these conditions and the remainder of the provision in question shall not be affected by it.

11. CHOICE OF LAW AND JURISDICTION

Any Contract shall be governed and construed in accordance with English law. SDL and the Buyer each submit to the exclusive jurisdiction of the English Courts.