

Terms & Conditions of Sale of Precision Surgical Ltd

Precision Surgical Ltd is a medical device retailer of Surgical Instruments, Surgical Retractor Systems, and other surgical and medical devices.

Precision Surgical Ltd trades from the following address:

Globe Works
Penistone Road
Sheffield
S6 3AE

Registration Details:

- Company name: Precision Surgical Ltd
- Company registration number: 05899466
- Registered in England and Wales
- Company registered address (See above for trading address): Globe Works, Penistone Road, Sheffield, S6 3AE
- GLN: 5060551240008
- VAT: 894804970

Precision Surgical Ltd can be contacted using the following methods:

Telephone: 0114 270 1000

Email: info@precisionsurgical.co.uk

Definitions

Seller: means "Precision Surgical Ltd", owned and operated by Precision Surgical Ltd.

Buyer: the person who buys or agrees to buy the goods from the Seller (Precision Surgical Ltd).

Conditions: the terms and conditions of sale as set out in this document and any special terms and conditions agreed in writing by the Seller (Precision Surgical Ltd).

Goods: the articles which the Buyer agrees to buy from the Seller (Precision Surgical Ltd).

Price: the price for the Goods, excluding VAT and any carriage, packaging and insurance costs.

Order: the Buyer's order for the Goods, as set out in the Buyer's purchase order form.

Conditions

These Conditions shall form the basis of the contract between the Seller and the Buyer in relation to the sale of Goods, to the exclusion of all other terms and conditions including the Buyer's standard conditions of purchase or any other conditions which the Buyer may purport to apply under any purchase order or confirmation of order or any other document.

All Purchase Orders for Goods shall be deemed to be a binding contract upon acceptance by the Seller, pursuant to these Conditions. Variations to any Order will only be accepted the Seller, if agreed in writing, and may incur additional charges.

Acceptance of delivery of the Goods shall be deemed to be conclusive evidence of the Buyer's acceptance of these Conditions.

These Conditions may not be varied except by the written agreement of the proprietor of Precision Surgical (the Seller).

These Conditions represent the whole of the agreement between the Seller and the Buyer. They supersede any other conditions previously issued.

Price

The Price shall be the product purchase price quoted prior to purchase. The Price is quoted exclusive of VAT which shall be due at the rate in force on the date of the Seller's invoice.

Ordering and Order Acceptance

All Purchase Orders for Goods shall be deemed to be a binding contract upon acceptance by the Seller, pursuant to these Conditions. Variations to any Order will only be accepted the Seller, if agreed in writing, and may incur additional charges.

Payment and Interest

Payment of the Price, Shipping and VAT shall be due immediately (or as per payment terms agreed – typically 30 Days for NHS and Trade entities).

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

The Buyer shall pay all accounts in full and not exercise any rights of set-off or counter-claim against invoices submitted by the Seller.

Goods

The quantity and description of the Goods shall be as set out in the Seller's confirmation of order.

Warranties

The Seller warrants that the Goods will at the time of delivery correspond to the description given by the Seller in the confirmation of order. All other warranties, conditions or terms relating to fitness for purpose, quality or condition of the Goods are excluded. Due to the nature of all products sold by Precision Surgical, Precision Surgical is operated as an exclusive business to business/organisation operation. All customers will therefore be treated as non-consumers.

Delivery of Goods

Delivery of the Goods shall be made to the Buyer's address. The Buyer shall make all arrangements necessary to take delivery of the Goods on the day notified by the Seller for delivery or any other day when delivery can reasonably be expected.

The Seller undertakes to use its reasonable endeavours to despatch the Goods on an agreed delivery date but does not guarantee to do so. Time of delivery shall not be of the essence of the contract.

The Seller shall not be liable to the Buyer for any loss or damage whether arising directly or indirectly from the late delivery or short delivery of the Goods. If short delivery does take place,

the Buyer undertakes not to reject the Goods but to accept the Goods delivered as part performance of the contract.

If the Buyer fails to take delivery of the Goods on the agreed delivery date or, if no specific delivery date has been agreed, when the Goods are ready for despatch, the Seller shall be entitled to store and insure the Goods and to charge the Buyer the reasonable costs of so doing.

Acceptance of the Goods

The Buyer shall be deemed to have accepted the Goods 72 hours after delivery to the Buyer.

The Buyer shall carry out a thorough inspection of the Goods within 48 hours of delivery and shall give written notification to the Seller within 5 working days of delivery of the Goods of any defects which a reasonable examination would have revealed.

Where the Buyer has accepted, or has been deemed to have accepted, the Goods the Buyer shall not be entitled to reject Goods which are not in accordance with the contract.

Title and Risk

Risk shall pass on delivery of the Goods to the Buyer's address.

Notwithstanding the earlier passing of risk, title in the Goods shall remain with the Seller and shall not pass to the Buyer until the amount due under the invoice for them (including interest and costs) has been paid in full.

Until title passes the Buyer shall hold the Goods as bailee for the Seller and shall store or mark them so that they can at all times be identified as the property of the Seller.

The Seller may at any time before title passes and without any liability to the Buyer:

- repossess and dismantle and use or sell all or any of the Goods and by doing so terminate the Buyer's right to use, sell or otherwise deal in them; and
- for that purpose (or determining what if any Goods are held by the Buyer and inspecting them) enter any premises of or occupied by the Buyer.

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

Acknowledgement of Your Order

To enable Precision Surgical Ltd. to process your order, the Buyer will need to provide us with an e-mail address. We will notify you by e-mail as soon as possible to confirm receipt of your order and to confirm details. For the avoidance of doubt, this correspondence does not constitute a contract between us.

Ownership of Rights

All rights, including copyright, on our website are owned by or licensed to Precision Surgical Ltd. Any use of this website or its contents, including copying or storing it or them in whole or part, other than for personal, non-commercial use, is prohibited without our permission. Any content on our website may not be modified, distributed or reposted for any purpose.

Damage to Your Computer

We try to ensure that this website is free from viruses or defects. However, we cannot guarantee that your use of this website or any websites accessible through it will not cause damage to your computer. It is your responsibility to ensure that the right equipment is available to use the website. Except in the case of negligence on our part, we will not be liable to any person for any loss or damage which may arise to computer equipment as a result of using this website.

Availability

All orders are subject to acceptance and availability. If the goods you have ordered are not available from stock, we will contact you by e-mail or phone (if you have given us details). You will have the option either to wait until the item is available from stock or to cancel your order.

Pricing

Where it is not possible to accept your order to buy goods of the specification and description at the price indicated, we will advise you by email, and offer to sell you the goods of the specification and description at the price stated in the email and will state in the email the period for which the offer or the price remains valid.

Payment Terms

We will request payment after 30 Days of receipt of your goods. We accept no liability if a delivery is delayed because you did not give us the correct delivery details. If it is not possible to obtain full payment for the goods from you, then we can refuse to process future orders and/or suspend any further deliveries to you. This does not affect any other rights we may have.

Delivery Charges

Delivery charges are available upon request or will be shown on any quotations received from Precision Surgical Ltd.

Delivery

Our delivery charges are set out in our quotations or emails requesting a price and are specified on all invoices.

We will deliver the goods to the address you specify for delivery in your order. It is important that this address is accurate. We cannot accept any liability for any loss or damage to the goods once they have been delivered in accordance with your delivery instructions (unless this is caused by our negligence). We will aim to deliver the goods by the date quoted for delivery, but delivery times are not guaranteed and therefore time is not of the essence. In any event, we will aim to deliver your goods within 30 days from the day after the day we received your order. If delivery is delayed beyond this time, we will contact you and either agree a mutually acceptable alternative date.

You will become the owner of the goods you have ordered when they have been delivered to you. Once goods have been delivered to you, they will be held at your own risk and we will not be liable for their loss or destruction.

Risk and Ownership

Risk of damage to or loss of the goods passes to you at the time of delivery to you. If you choose to use your own courier then the risk passes to you as soon as the goods are handed to your courier. You will only own the goods once they have been successfully delivered.

Cancellation Rights

You cannot cancel your contract if the goods you have ordered are bespoke (i.e. made to order) or have been etched or marked to the Buyer's own specifications.

Cancellation of Order will only be agreed by the Seller on condition that all reasonable costs and expenses incurred by the Seller up to the time of the cancellation and all loss of profits and other loss or damage resulting to the Seller by reason of such cancellation will be reimbursed to the Seller from the Buyer.

We may make a deduction from your refund for any loss in the value of the goods supplied if the loss is the result of unnecessary handling by you, damage, visible wear and/or tear, and for any other reason deemed equitable when considering any depreciation in value of product returned to us. A restocking fee of between 20% and 40% may be applied.

Returned Goods

Unless otherwise agreed, the Seller shall be under no obligation to accept the return of the Goods by the Buyer except in an error on the part of the Seller as to the amount and type of Goods returned.

Consideration may be given if the return is requested within 72 hours of delivery and the Goods are still in their original packaging, unopened, complete with label.

A restocking fee of between 20% and 40% may be applied.

Cancellation By Us

We reserve the right not to process your order if:

- We have insufficient stock to deliver the goods you have ordered.
- We do not deliver to your area.
- One or more of the goods you ordered was listed at an incorrect price due to a typographical error or an error in the pricing information received by us from our suppliers; or
- In our absolute discretion we determine not to provide the goods to you.

If we do not process your order for the above reasons, we will notify you by e-mail within 14 days.

Liability

Furthermore, we do not accept liability for any losses related to any business of yours including but not limited to: lost data, lost profits, lost revenues or business interruption.

You must observe and comply with all applicable regulations and legislation, including obtaining all necessary customs, import or other permits to purchase goods from our site. The importation or exportation of certain of our goods to you may be prohibited by certain national laws. We make no representation and accept no liability in respect of the export or import of the goods you purchase.

Notices

Unless otherwise expressly stated in these terms and conditions, all notices from you to us must be in writing and sent to our contact address at Precision Surgical, Globe Works, Penistone Road, Sheffield, S6 3AE and all notices from us to you will be displayed on our website from time to time.

Changes To Legal Notices

We reserve the right to change these terms and conditions from time to time, and you should look through them as often as possible.

Law, Jurisdiction and Language

Our website and email addresses, including any content contained therein and any contract brought into being as a result of usage of this website or email address(es) are governed by and construed in accordance with English law. Parties to any such contract agree to submit to the exclusive jurisdiction of the courts of England and Wales. All contracts are concluded in English.

Invalidity

If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

Privacy

You acknowledge and agree to be bound by the terms of our privacy policy.

Third Party Rights

Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

Privacy Statement

We, Precision Surgical, are committed to respecting and protecting the privacy of anyone using our business and website, including the confidentiality of any information that you provide us with.

The purpose of this statement is to set out how we use any personal information that we may obtain from you.

Data Protection Act 1998 ("The Act")

We are registered under the Data Protection Act and comply with the Act in all our dealings with your personal data.

Use and Collection of Personal Information

In general, you can visit our website without telling us who you are and without revealing any information about yourself. If, however, you use our site and choose to register, you will be asked to provide certain information such as your contact details. We will store this data and hold it on computer or otherwise.

We may use information that you provide:

- To register you with our website and to administer it.
- For assessment and analysis, e.g. marketing, customer and product analysis, to enable us to review, develop and improve our services.

If you do not want us to use data in this way (we will never pass your details to any third parties) please make this request to us at info@precisionsurgical.co.uk

We may disclose your personal information to third parties:

- In the event we sell or buy any business or assets, in which case we might disclose your personal data to the prospective buyer or seller.
- If we are under a legal duty to disclose or share your personal data in order to comply with or meet any legal obligation.
- In exceptional circumstances, we may forward your details including name, email address, telephone number and postal address to third parties to protect your safety. These circumstances include, but are not limited to, the actioning of a product recall.

You give us permission, by entering your email address, to remind you (at our discretion) of an incomplete purchase on our website by email, and/or to remind or assist you with a purchase by telephone if you have provided your telephone contact details.

Cookies

We collect information directly from you in a number of ways. One way is through our use of 'cookies'. Most websites use cookies in order to make them work, or to work more efficiently, as well as to provide information to the owners of the website. They help us to understand how our customers and potential customers use our website so we can develop and improve the design, layout, content and function of the site. Cookies are small text files that are placed on your computer's hard drive by websites that you visit. They save and retrieve pieces of information about your visit to the website – for example, how you entered the site, how you navigated through the site and what information and documentation was of interest to you. This means that when you go back to a website, it can give you tailored options based on the information it has stored about you on your last visit.

Some of our cookies are used to simply collect information about how visitors use our website, and these types of cookies collect the information in an anonymous form.

Where there is a login process relating to buying products or services from us, we also use cookies to store personal registration information so that you do not have to provide it to us again on subsequent visits.

The rules about cookies on websites have recently changed. If you are uncomfortable with the use of cookies, you can disable cookies on your computer by changing the settings in the preferences or options menu in your browser. You can set your browser to reject or block cookies or to tell you when a website tries to put a cookie on your computer. You can also delete any cookies that are already stored on your computer's hard drive. However, please be aware that if you do delete and block all cookies from our website, parts of the site will not then work. This is because some of the cookies we use are essential for parts of our website to operate. Likewise, you may not be able to use some products and services on other websites without cookies.

To find out more about cookies, including seeing what cookies have been set and how to manage and delete them, visit www.allaboutcookies.org.

If you do not wish to accept cookies from our website, please leave this site immediately and then delete and block all cookies from this site. Alternatively, you may opt out of receiving information from us by e-mail, telephone or post. Our phone number is 0114 270 1000, or you can e-mail us at info@precisionsurgical.co.uk.

Security

We endeavour to take all reasonable steps to protect your personal information. However, we cannot guarantee the security of any data that you disclose online and we will not be responsible for any breach of security unless this is due to our negligence or wilful default.

Quality

The Seller is certified and manufactures in accordance with ISO 13485: 2016 Quality Assurance System and sources any factored products from similar certified suppliers.

Your Rights

You have the right to ask us not to process your personal data for marketing purposes. We will aim to inform you before collecting your data if we intend to use your data for such purposes or we intend to disclose your information to any third party for such purpose. You can exercise your right to prevent this happening by checking certain boxes on the forms we use to collect your data.

Forwarding Your Details on to Third Parties in Exceptional Circumstances

Precision Surgical may, in exceptional circumstances, forward customer contact details including name, email address, telephone number and postal address to third parties to ensure the safety of our customers. These circumstances include, but are not limited to, the actioning of a product recall.

General

You have the right to see personal data (as defined under the Data Protection Act) that we keep about you upon receipt of a written request and payment of a fee of £15. Any request should be sent to:

Data Officer
Precision Surgical Ltd
Globe works
Penistone Road
Sheffield
S6 3AE