



# GENERAL TERMS AND CONDITIONS OF SALE

## 1. DEFINITIONS

- 1.1 "Customer" means the customer placing an order for Goods with the Company
- 1.2 "Company" means Versah UK Ltd. and its subsidiary companies, affiliates and/or trading divisions
- 1.3 "Goods" means all goods which are subject to the Company's order which are to be supplied by the Company under these terms.

## 2. ORDERS

- 2.1 All orders are subject to confirmations by the Company and there shall be no binding agreement between the Customer and the Company until the Customer's order has been accepted in writing by the Company or the goods despatched, whichever is earlier. Orders may not be cancelled by the Customer following such confirmation or despatch.
- 2.2 All orders placed must comply with the Company's prevailing ordering procedures.
- 2.3 All orders are accepted subject to the availability of Goods.
- 2.4 Orders will not be accepted unless Versah UK Ltd. UK Ltd has a record of the GDC number of the practicing dentist

## 3. PRICES

- 3.1 Unless otherwise agreed in writing the Goods shall be sold and invoiced at the Company's current prices at the date of order. Catalogues, price lists and other advertising material are provided for illustrative purposes only.
- 3.2 Prices include standard delivery costs but the Company reserves the right to make an additional charge for special deliveries which shall be notified to the Customer prior to despatch
- 3.3 Prices are exclusive of postage, VAT and other taxes (if any) and such costs shall be payable by and invoiced to the Customer.
- 3.4 The Company reserves the right to revise prices to take into account increases in any costs of providing the Goods which occurs between the date of the order and delivery.

## 4. PAYMENT

- 4.1 Payment of invoices must be received by the Company in full, within 30 days from date of invoice.
- 4.2 Payment of all monies owed are expected in full and on time to the Company
- 4.3 The Customer shall not be entitled to withhold payment of any amount due to the Company in respect of any claim for damage to Goods or any alleged breach of contract by the Company, nor shall the Customer be entitled to any right of set-off

4.4 If the Customer makes payment without identifying the Goods in respect of which it is made, the Company may apply such payment against any sums owed to it.

4.5 Without prejudice to the Company's other rights if the Customer fails to pay any amount on the due date:

4.5.1 the Company shall have the right to cancel any contract made with the Customer and /or to suspend deliveries.

4.5.2 the Company reserves the right to charge interest on overdue accounts at its own reasonable discretion from the due date until payment, to accrue on a day to day basis.

4.5.3 The Customer shall indemnify the Company and keep it indemnified in respect of all costs (including legal fees) reasonably incurred in attempting to recover such overdue amount.

4.5.4 The whole of the balance then outstanding to the Company by the Customer on any account whatsoever shall become immediately due and payable.

4.6 The company reserves the right to require the Customer to pay for goods in advance.

## **5 DELIVERY**

5.1 Delivery shall take place when the Goods are received at the customer's premises or, if different, the place specified in the Customer's order.

5.2 Dates and times quoted by the Company for delivery are estimates only and the Company shall have no liability for any delay in meeting delivery dates.

5.3 The Company will endeavour to deliver the quantity of Goods as ordered by the Customer. The Customer may not reject the Goods or part because of short delivery.

## **6 EXAMINATION AND CLAIMS**

The Customer shall as soon as reasonably practicable following delivery, examine the Goods and shall notify the Company's Customer Service Department forthwith and in any event in writing (facsimile, electronic mail or post) within 48 hours of delivery in respect of any non-conformance, shortage or damage.

## **7. GOODS**

7.1 The Company shall ensure that the Goods shall;

Be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Company or made known to the Company by the Customer, expressly or by implication, and in this respect the Customer relies on the Company's skill and judgment;

Where applicable, be free from defects in design, materials and workmanship

Comply with all applicable statutory and regulatory requirements relating to the manufacture, labeling, packaging, storage, handling and delivery of the Goods;

Shall be sufficiently identifiable and labelled appropriately so that individual orders can be traced at any time after Delivery by the Customer (including, without limitation, for the purposes of product recall).

7.2 The Company shall ensure that at all times it has and maintains all the licenses, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Agreement in respect of the Goods.

7.3 The Goods will meet their general description as shown on the packaging and delivery note but the Company may change composition, packaging, manufacturing processes and other such matters from time to time.

## **8. RETURNS & REFUNDS**

8.1 The company will allow products to be returned for an exchange within 6 months of invoice. The customer will need to include a copy of the returns note when returning items.

8.2 The company will issue a full refund for items returned within 14 days of purchase. If items are returned after this period, the funds will be issued as credit on the customers account.

## **9. WARRANTY & LIMITATION OF LIABILITY**

9.1 To the fullest extent legally permissible, all conditions and warranties whether express or implied by statute, common law, usage or otherwise are excluded, save as set out expressly in these Terms.

9.2 The Company warrants that on delivery the Goods are reasonably free from defects in materials and workmanship.

9.3 The Company's liability under these Terms shall only arise if any claim is notified in accordance with clause 6.

9.4 Subject to Clause 8.3 The Company shall discharge in full any proven liability to the Customer arising under the warranties set out in Clause 7 or Clause 8.2 or otherwise as a result of breach of the Terms in full by replacing the Goods at its discretion and the Customer shall accept such replacement in satisfaction of any claims in may have in respect of the defects.

8.5. In case of initial impossibility of delivery, Versah UK Ltd. shall only be liable if the impediment of performance was known to Versah UK Ltd. or if the lack of knowledge is due to gross negligence on the part of Versah UK Ltd.

8.6 Versah UK Ltd. shall be liable only for wilful misconduct and gross negligence. Versah UK Ltd. shall in no way be liable for lost profits, collateral damage, indirect damage, special damage, consequential damage, or other similar types of damage.

8.7 Any liability exclusions and limits of liability for Versah UK Ltd. set forth in this GTC shall also apply to the personal liability of Versah UK Ltd.'s staff, employees, representatives, assignees, and agents.

8.8. The above exclusions of liability do not apply in case of fraudulent concealment of defects and in as far as the exclusion is legally possible.

8.9 Nothing in these Terms shall limit the Company's liability arising from or in respect of any claim for death or personal injury caused by negligence of the Company, or any other liability to the extent that it cannot be limited or excluded in law.

8.8 The parties agree that the restrictions in this Clause are reasonable in light of their responsibility and the availability of insurance cover.

## **9.0. SPECIAL PROVISIONS FOR ORDERS PLACED VIA THE VERSAH UK LTD. WEBSITE**

If the Customer orders products via the Versah UK Ltd. website, the following provisions shall apply additionally:

9.1 The online shop on the website “<https://www.versah.co.uk/shop-versah/>” is directed at persons in the United Kingdom & Ireland authorised based on their professional qualification (dentists, dental practitioners, dental laboratories etc.).

9.2 Registration shall be required in order to be able to place orders via the website. The user name and password shall not be transferrable to third parties. The pages relating to ordering are accessible only to registered users of the website.

10.3 Offers made by Versah UK Ltd. on the website shall not be binding. The Customer shall place his order by inputting the information requested in the order form and sending the order to the website. The Customer’s order shall be binding. The Customer shall first receive electronic confirmation that the order has been received. Versah UK Ltd. shall then review the information sent by the Customer. If the outcome of this review is positive, Versah UK Ltd. shall accept and execute the order.

10.4 Delivery deadlines or dates shall be binding only if they are expressly set forth in writing when the agreement is entered into. General information provided on the website shall not constitute any warranty as to deadlines and dates.

## **10. TITLE**

10.1 The Company shall retain in full ownership of and title to all Goods delivered to the Customer or any part thereof unless and until the Customer has paid all sums owing to the Company.

10.2 The Customer may process the delivery items in the proper and ordinary course of business, resell them with retention of title, or use them in the course of rendering other contractual performance to third parties; however, he may not pledge them or transfer them by way of security.

## **10 CUSTOMER’S RESPONSIBILITIES**

10.1 All information received by the Customer from the Company in respect of the Company’s business shall be deemed to be confidential and the Customer shall not use or disclose such information without the Company’s express authorisation unless it is publicly known (otherwise than by breach of obligation)

## **11. TRADEMARKS, PATENTS & COPYRIGHTS**

11.1 The Customer recognises the Company’s ownership of and title to all trademarks, service marks, trade names, patents, copyright and other intellectual property rights in relation to Goods

11.2 The Customer will take no action to violate, obliterate, remove, alter, conceal or misuse any such mark, trade name or copyright notice

11.3 The Customer will promptly notify the Company if it becomes aware of any infringement of such intellectual property rights by any third party and shall provide its reasonable assistance to the Company in connection with any resultant proceedings.

## **12. FORCE MAJURE**

12.1 The Company shall not be liable to the Customer on any account whatsoever in the event that the Company is prevented from fulfilling its obligations hereunder due in whole or in part to an event of force majeure which expression shall mean:

12.1.1 act of God, fire, flood, storm, power failure, reduction of power supplies, mechanical failure, or lack or shortage of materials or stock or any other circumstance beyond the reasonable control of the company and:

12.1.2 whether or not within the Company's control, strikes, lock-outs or industrial disputes in relation to the Company or any other party or any action taken by the Company in connection therewith or in consequences or furtherance thereof.

12.2 In such event the Company may at its option either suspend performance or cancel the contract in question or so much of it as remains unperformed without liability or any loss and without prejudice to the Company's rights to receive payment of the price of all Goods previously delivered.

## **13. WAIVER**

No waiver by the Company of any breach of the Customer's obligations hereunder shall constitute a waiver or any other prior or subsequent breach or obligation and the Company's rights shall not be affected by any delay, failure, forbearance or omission in enforcing any obligation of the Customer.

## **14 NON ASSIGNMENT**

The Customer may not assign, transfer or sub-contract the benefit or burden or any order or any part without the prior written consent of the Company. The Company may assign, transfer or subcontract the benefit of burden of any order or any part to any of its Group.

## **15 SEVERABILITY**

15.1 If and to the extent that any provision or any part of these Terms is deemed to be illegal, void or unenforceable for any reason then such provision or part thereof (as the case may be) shall be deemed to be severed from the remaining provisions or parts of the relevant provisions (as the case may be) all of which remaining provisions shall remain in full force and effect.

15.2 In particular, should any limitation of the companies liability contained in these Terms be held illegal, void or unenforceable under any applicable statute or rule of law it shall to that extent only be deemed severed here from, but, if the Company thereby becomes liable for any loss or damage, such liability shall be subject to all other relevant limitations contained in these Terms.

## **16 LAW**

16.1 These Terms shall be construed according to the laws of England and the Company and the Customer submit to the non –exclusive jurisdiction of the English Courts in connection with any dispute or proceeding arising out of any contract incorporation these Terms.

16.2 The place of performance shall be Versah UK Ltd.'s registered office.

## **17. NOTICES**

Unless otherwise agreed in writing, all notices required to be given by the Customer to the Company in respect of this contract shall not be effective unless in writing and sent to the Company at its registered address. Notices may also be given by fax or electronic mail, confirmed by first class post on the day of transmission.

## **18 HEADINGS**

The headings to these terms are for convenience of reference only and shall have no effect on the construction of the Terms.

5<sup>th</sup> October 2020