



CurrentCare Ltd

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Terms And Conditions Of Trading Page 1 of 2

1. **Interpretation**

1.1 In these terms and conditions:

"Company" means CurrentCare Ltd;

"Contract" means the contract for the purchase and sale of the Goods;

"Customer" means the person who accepts a quotation of the Company for the sale of the Goods or whose order for the Goods is accepted by the Company;

"Goods" means the goods (including any instalment of the goods or any parts for them) which the Company supplies in accordance with these terms and conditions.

2. **Basis of the Sale**

2.1 The Company shall sell and the Customer shall purchase the Goods in accordance with any written quotation of the Company which is accepted by the Customer, or any written order of the Customer which is accepted by the Company, subject in either case to these terms and conditions, which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Customer.

2.2 Quotations do not constitute an offer and shall not bind the Company until an order has been placed by the Customer and accepted by the Company.

2.3 No variation to these terms and conditions shall be binding unless agreed in writing by the Company.

3. **Orders and Specification**

3.1 The Customer shall be responsible to the Company for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Customer, and for giving the Company any necessary information relating to the Goods within a sufficient timeframe to enable the Company to perform the Contract in accordance with its terms.

3.2 The quantity, quality and description of and any specification for the Goods shall be those set out in the Company's quotation (if accepted by the Customer) or the Customer's order (if accepted by the Company).

3.3 The Company reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable statutory or EC requirements.

4. **Price of the Goods**

4.1 The price of the Goods shall be the Company's quoted price and will be in Pounds Sterling (GBP) unless otherwise stated.

4.2 The Company reserves the right, by giving notice to the Customer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Company which is due to any factor beyond the control of the Company (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods which is requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give the Company adequate information or instructions.

4.3 The price is exclusive of any applicable value added tax, which the Customer shall be additionally liable to pay to the Company.

5. **Terms of Payment**

5.1 Payment must be made in full and cleared into the companies bank account prior to dispatch. Goods will only become available for collection once payment has been received in full.

6. **Delivery of Goods**

6.1 Unless otherwise agreed in writing all goods are supplied FCA Our Premises Incoterms 2010.

6.1.2 The Customer agrees to supply the Company with copies of all export documents for evidence of export.

6.2 Any dates quoted for delivery of the Goods are approximate only and the Company shall not be liable for any delay in the delivery of the Goods however caused. Time for delivery shall not be of the essence of the Contract unless previously agreed by the Company in writing. The Goods may be delivered by the Company in advance of the quoted delivery date upon giving reasonable notice to the Customer.

6.3 No liability will be accepted by the Company for non-delivery or late delivery.

7. **Risk and Retention of Title**

7.1 Risk of damage to or loss of the Goods shall pass to the Customer at the time when the Company notifies the Customer that the Goods are available for collection.

7.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these terms and conditions, the property in the Goods shall not pass to the Customer until the Company has received payment in full in cash or cleared funds all sums due to it in respect of:

7.2.1 the Goods; and

7.2.2 all other sums which are or which become due to the Company from the Buyer on any account.

7.3 Until such time as the property in the Goods passes to the Customer, the Customer shall:

7.3.1 hold the Goods as the Company's fiduciary agent and bailee;

7.3.2 store the Goods (at no cost to the Company) separately from all other goods of the Customer or any third party in such a way that they remain readily identifiable as the Company's property;

7.3.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and

7.3.4 maintain the Goods in satisfactory condition and keep them insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company. On request the Customer shall produce the policy of insurance to the Company.

7.4 Until such time as the property in the Goods passes to the Customer (and provided the Goods are still in existence and have not been resold), the Company shall be entitled at any time to require the Customer to deliver up the Goods to the Company and, if the Customer fails to do so forthwith, to enter upon any premises of the Customer or any third party where the Goods are stored and repossess the Goods.

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- 7.5 The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Company, but if the Customer does so all moneys owing by the Customer to the Company shall (without prejudice to any other right or remedy of the Company) forthwith become due and payable.
8. **Warranties and Liability**
- 8.1 The Company takes every care with regard to the quality and standard of the manufacture of the goods its supplies as far as it is able but as they are used for a number of purposes and the Company has no control over the method of their application or use, the company excludes so far as it may legally do so any condition or warranty implied by statute or otherwise as to the fitness of the Goods for their particular purpose. Any technical co-operation between the Company, its suppliers and the Customer shall not affect this condition.
- 8.2 Notwithstanding the generality of condition 8.1:
- 8.2.1 the Company shall be under no liability in respect of any defect arising from any drawing, design or specification supplied by the Customer;
- 8.2.2 the Company shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Company's instructions (whether oral or in writing), misuse or alteration or repair of the Goods without the Company's approval;
- 8.2.3 the Company shall be under no liability if the total price for the Goods has not been paid by the due date for payment;
- 8.2.4 the Company shall be under no liability in relation to parts, materials or equipment not manufactured by the Company, in respect of which the Customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Company;
- 8.2.5 the Company shall be under no liability in respect of any defects or faults of the Customer's systems in conjunction with which the Goods are used or in respect of any problems which are due to the individual workings of the Customer's systems in conjunction with which the Goods are used.
- 8.3 Subject as expressly provided in these terms and conditions, and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 8.4 Any claim by the Customer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Customer) be notified to the Company within 72 hours of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the Customer does not notify the Company accordingly, the Customer shall not be entitled to reject the Goods and the Company shall have no liability for such defect or failure, and the Customer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.
- 8.5 Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to the Company in accordance with these terms and conditions, the Company shall be entitled to replace the Goods (or the part in question) free of charge or, at the Company's sole discretion, refund to the Customer the price of the Goods (or a proportionate part of the price), but the Company shall have no further liability to the Customer.
- 8.6 Except in respect of death or personal injury caused by the Company's negligence, the Company shall not be liable to the Customer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Company, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Customer, and the entire liability of the Company under or in connection with the Contract shall not exceed the price of the Goods (as the case may be) or the proceeds of any insurance policy received by the Company in respect of such liability (whichever is the greater), except as expressly provided in these terms and conditions.
- 8.8 The Company shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Company's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Company's reasonable control:
- 8.8.1 acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
- 8.8.2 import or export regulations or embargoes;
- 8.8.3 strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Company or of a third party);
- 8.8.5 power failure or breakdown in machinery;
- 8.8.6 difficulties in obtaining raw materials, labour fuel, parts or machinery;
- 8.8.6 Act of God, explosion, flood, tempest, fire or accident; and
- 8.8.7 war or threat of war, sabotage, insurrection, civil disturbance or requisition.
9. **Insolvency of Customer If:**
- (a) the Customer makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
- (b) an encumbrance takes possession, or a receiver is appointed, of any of the property or assets of the Customer; or
- (c) the Customer ceases, or threatens to cease, to carry on business; or
- (d) the Customer reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly;
- then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Customer, and if the Goods have been delivered but not paid the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.
10. **General**
- 10.1 Any notice required or permitted to be given by either party to the other under these terms and conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- 10.2 No waiver by the Company of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 10.3 If any provision of these terms and conditions is held by any competent authority 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.
- 10.4 Nothing in these terms and conditions confers on anyone other than the parties to it any right pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 10.5 These terms and conditions and the Contract shall be governed by the laws of England and Wales, and the Customer agrees to submit to the exclusive jurisdiction of the English courts in relation to any dispute in respect thereof.
- 10.6 The Company will take reasonable care not to transmit viruses or malware to the customer but it is the customer's responsibility to protect you computers against viruses or malware. Accordingly the customer agrees that The Company will not be liable for any damage resulting from the transmission from us to the customer's computer systems of viruses, or malware.