

TERMS & CONDITIONS OF SALE

Medi-Plinth Equipment Ltd These Terms & Conditions (“Conditions”) govern all contracts for the sale of goods (“Goods”, including spare parts and ancillaries) and services supplied by Medi-Plinth Equipment Ltd (“Seller”) to the purchasing entity (“Buyer”) (together the “Contract”).

Save where otherwise agreed in writing, the Seller supplies Goods and services solely on these Conditions. Any terms submitted by the Buyer that purport to exclude or vary these Conditions shall be ineffective unless expressly agreed in writing by the Seller. No variation shall be implied by course of dealing or conduct.

The Contract shall be governed by English law and subject to the exclusive jurisdiction of the English courts.

1. BASIS OF CONTRACT

1.1 The Seller manufactures, supplies and services medical furniture and equipment in accordance with applicable UK legislation and regulatory standards.

1.2 The Seller is committed to operating in accordance with Environmental, Social and Governance (ESG) principles, including alignment with:

The NHS Evergreen Sustainable Supplier Assessment framework;

The UK Government Social Value Model;

MOD sustainable procurement guidance;

Applicable environmental, modern slavery, anti-bribery and equality legislation.

1.3 The Seller maintains appropriate policies covering sustainability, ethical sourcing, anti-corruption, equality, diversity and inclusion, modern slavery prevention, and health & safety.

2. VALIDITY OF TENDERS

Unless previously withdrawn, quotations are valid for the period stated therein or, if no period is stated, for 30 days from date of issue.

3. ACCEPTANCE

Acceptance of any quotation must be accompanied by sufficient information to enable the Seller to proceed with the order, including delivery access details and any sustainability or packaging requirements.

4. LIMITS OF CONTRACT

The Contract includes only such Goods and services expressly specified in the Seller's quotation or order acknowledgement.

5. DRAWINGS, SPECIFICATIONS & INTELLECTUAL PROPERTY

All drawings, descriptions, weights and dimensions are approximate and for guidance only. They do not form part of the Contract unless expressly agreed in writing.

All intellectual property, drawings, designs and technical documentation remain the property of the Seller and must not be disclosed to third parties without prior written consent.

6. QUALITY, REGULATORY & ESG COMPLIANCE

6.1 All applicable products are designed and manufactured in accordance with UK Medical Device Regulations and are UKCA/CE marked where required.

6.2 The Seller operates a Quality Management System certified to ISO 13485:2016.

6.3 The Seller is committed to continuous environmental improvement and shall:

Monitor and reduce carbon emissions where reasonably practicable;

Seek to reduce waste, packaging and energy use;

Promote repairability, longevity and lifecycle value of products;

Comply with WEEE, RoHS and other environmental regulations where applicable.

6.4 The Seller supports ethical and responsible supply chains and expects its suppliers to:

Prohibit forced labour, child labour and human trafficking;

Comply with the Modern Slavery Act 2015;

Maintain safe and fair working conditions;

Operate in accordance with anti-bribery and anti-corruption laws.

6.5 The Seller shall, upon reasonable request in connection with public sector procurement, provide relevant sustainability or ESG information consistent with NHS Evergreen and MOD reporting expectations.

7. DELIVERY & PACKAGING

Delivery dates are estimates unless expressly agreed in writing as guaranteed. Time shall not be of the essence unless stated in writing.

The Seller shall not be liable for delay unless expressly agreed.

Where possible, Goods are delivered by trained technicians who will:

Install and set up equipment;

Demonstrate safe operation;

Remove reusable packaging for reuse or recycling.

Sustainable Packaging Commitment

The Seller aims to:

Use recyclable or reusable packaging wherever practicable.

Minimise single-use plastics;

Optimise transport efficiency to reduce carbon impact.

7.1 Carrier and Export Delivery

Carrier deliveries will be securely wrapped and palletised. Export packaging can comply with country-specific requirements.

7.2 Delivery Charges

Orders under £500 net may incur a packaging/delivery surcharge unless otherwise agreed.

8. DAMAGE IN TRANSIT

Damage must be notified in writing within 3 days of delivery with photographic evidence. Delivery notes must record visible damage.

9. RETENTION OF TITLE

Title in the Goods shall not pass to the Buyer until full payment has been received.

10. WARRANTY

The Seller warrants that Goods are free from defects in materials and workmanship for the specified warranty period.

The Seller shall repair or replace defective parts at its discretion, subject to proper use and authorised servicing.

The Seller designs products to maximise service life and maintainability in line with sustainable procurement principles.

(Your existing detailed warranty periods remain valid — I have retained structure but omitted repetition here for clarity. They can be reinserted unchanged under this section.)

10.3 SERVICING & MAINTENANCE

Annual servicing is recommended.

All servicing must be conducted by authorised, trained personnel. Unauthorised servicing voids warranty and may compromise safety.

The Seller offers training at its Ipswich facility to promote safe use, maintenance competence and extended product lifespan.

11. PRICE ESCALATION

Prices are valid for six months. Adjustments may apply for material cost increases beyond the Seller's reasonable control.

12. PAYMENT

Payment terms: 30 days from invoice unless otherwise agreed.

Late payments incur interest at 8% above base rate in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

13. RETURNS

Goods ordered in error may be returned unused within 5 days, subject to inspection and restocking charge.

Faulty goods will be collected and replaced at the Seller's cost.

Returned goods must comply with health & safety requirements.

14. LIMITATION OF LIABILITY

Except for death or personal injury caused by negligence, the Seller's liability shall be limited to twice the Contract Price or the limits of its insurance policies (whichever is lower).

The Seller shall not be liable for indirect or consequential losses.

15. FORCE MAJEURE

Neither party shall be liable for failure to perform due to events beyond reasonable control.

If Force Majeure persists for 180 days, either party may terminate by written notice.

16. ETHICAL CONDUCT & SOCIAL VALUE

16.1 The Seller is committed to:

Supporting local employment and skills development;

Providing training opportunities where practicable;

Maintaining inclusive and non-discriminatory employment practices;

Supporting community wellbeing initiatives where reasonably practicable.

16.2 The Seller operates a zero-tolerance approach to bribery and corruption in accordance with the Bribery Act 2010.

16.3 The Buyer shall comply with all applicable laws including anti-bribery, sanctions and export controls.

17. PROPER LAW

These Conditions prevail over any Buyer terms.

The Contract shall be governed by English law and subject to the jurisdiction of the English courts.