

## Terms and Conditions of Sale

*All previous issues are cancelled. V10*

### General

“Company” means Pura Technologies Limited. In these terms and conditions Pura Technologies Limited is called “the Company”. “Customer” means the person, firm or company to whom the Company supplies Goods or services.

All quotations are given and all orders are accepted on these terms, which apply to the exclusion of all other terms or representations including any proposed by Customer, and shall represent the entire contractual Agreement between the parties. All orders hereafter made by Customer shall be deemed to be made subject to these terms. Prior to placing its first order with Company, Customer must open an account with Company and, on request from Customer, Company will send to Customer the required forms for completion.

### Acceptance of Orders

No contract for the sale of Goods (“Goods”) shall be concluded until either Company sends or otherwise communicates to Customer its acceptance of Customer’s order or on delivery to Customer of Goods, whichever is the earlier and save as provided herein, no modification of these terms shall be effective unless made by an express written agreement between the parties. The signing by Company of any of Customer’s documentation shall not imply any modification of these terms.

### Illustrations, Descriptive Matter and Dimensions

All descriptions and illustrations contained in catalogues, price lists and advertisements or otherwise communicated to Customer are intended merely to present a general description of Goods described therein, and nothing contained in any of them shall form any part of the contract.

### Designs

Company’s policy is one of continuous improvement. The right to change designs at any time without notice is reserved.

### Samples

Notwithstanding that a sample of Goods may have been exhibited to and inspected by Customer, it is hereby agreed that such sample was so exhibited and inspected solely to enable Customer to judge for himself the quality of goods and not so as to constitute a sale by sample. Customer shall take Goods at his own risk as to their corresponding with said sample or as to their quality, condition or sufficiency for any purpose.

### Prices

Company may change the prices of all Goods at its sole discretion and without any notice, except that any Company’s quotation is firm if Customer enters an order within the time specified on the quote or, if none is mentioned, 30 days from date of quote. Customer must request shipment of the entire quantity of Goods ordered within 6 months from date of order unless otherwise agreed in writing, otherwise, Company standard prices at time of shipment may, at Company’s option, apply to those quantities delivered, even if already invoiced. Unless specifically stated, prices do not include design, installation, start-up, commissioning or maintenance. All tooling, designs, drawings, and other intellectual property produced or delivered hereunder are owned by Company. If, at any time, Company’s costs of materials have increased by 5% or more, then Company may increase the price on all affected Goods accordingly with respect to existing and future Company quotations and/or Customer purchase orders.

## Delivery

All delivery dates are estimates only and the time of delivery shall not be of the essence of the contract. In no circumstances shall Company be liable to compensate Customer in damages or otherwise for non-delivery or late delivery of Goods or any of them for whatever reason or for any loss, consequential or otherwise, arising therefrom. Company reserves the right to make partial deliveries and to allocate available supplies of Goods amongst customers in time of shortage. Company shall be entitled to deliver Goods in one or more consignments unless otherwise expressly agreed in writing. All delivery dates are estimates unless agreed otherwise by Company in writing. Delivery terms for Goods are EXWORKS (Incoterms 2020) Company's facility with all risk of loss or damage to Goods passing to Customer upon delivery to carrier. Within 30 days of delivery, any claim for shortage must be reported in writing to Company, otherwise all Goods will be deemed delivered and accepted. Customer shall be liable for any delays or increased costs incurred by Company caused by or related to Customer's acts or omissions. Title to Goods shall pass to Customer when it has paid the full price for Goods. Until title in Goods passes to Customer, Customer shall hold Goods in a fiduciary capacity and shall (i) keep Goods separate from those of Customer and third parties and (ii) properly stored, protected, insured and identified as Company's property. If Customer re-sells or uses Goods in which title remains with Company it shall be liable to account to Company for the proceeds of sale or otherwise of such Goods, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any monies or property of Customer and third parties and, in the case of tangible proceeds, properly stored, protected and insured. Until title in Goods passes to Customer and provided that Goods are still in existence and have not been re-sold, Company shall be entitled at any time to require Customer to deliver up Goods to Company. Customer irrevocably authorises Company, its agents and employees to enter upon any premises where Goods are stored in order to inspect Goods or to recover them. Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of Goods which remain the property of Company, but if Customer does so, all monies owing by Customer to Company shall (without prejudice to any right or remedy of Company) forthwith become due and payable.

## Carriage and Packing

Packing materials are, unless stated otherwise, non-returnable. Orders instructing despatch by other means will be subject to a packing and carriage charge.

## Instructions and Labels

Customer shall ensure that labels, names, reference numbers and marks on Goods and packing materials and cases are not removed altered or covered whilst Goods are in his possession and shall not remove any label or plaque affixed to Goods referring any user thereof to Company's or any other party's instructions and/or recommendations for use. If any item comprised in Goods is resold by Customer, Customer shall bring to the attention of his purchaser all instructions and/or recommendations for use packed with the Goods or which Company has otherwise notified to Customer.

## Damage or Loss in Transit

If price quoted includes delivery, Company shall repair or replace free of charge Goods damaged in transit or not delivered in accordance with the advice note, provided that in the event of damage or shortage, written notification giving details of such damage or shortage must be sent to Company within 7 days of receipt, and in the event of non-delivery must be sent to Company within 14 days of the date shown on the advice note. Order number, advice note and date of despatch are required, and in the event of failure to give notice within the aforementioned period, Goods will be deemed to be in all respects as ordered.

## Warranty

The following is in lieu of all other warranties and conditions, express or implied, including those of satisfactory quality and fitness for particular purpose. Except as otherwise expressly provided herein, Company warrants Goods of its manufacture in all material respects to be free of defective materials and faulty workmanship and as conforming to applicable specifications and/or drawings. Company may, without notice to Customer, incorporate changes to Goods that do not alter form, fit, or function. Commencing with Company's date of shipment, Company's warranty shall run for a period of 12 months unless specified otherwise by the Company in writing. Non-complying Goods returned transportation prepaid to Company will be repaired or replaced, at Company's option, and return-shipped lowest cost, transportation prepaid. No Goods will be accepted for return without an authorisation number obtained in advance of shipment to Company. Goods subject to wear and tear or burnout through usage shall not be deemed defective because of such wear and tear or burnout. No warranty shall apply if, in the sole opinion of Company, the defect or damage was caused by or related to installation, combination with other parts and/or products, modification to or repair of any goods other than by Company or resulted from Customer's acts, omissions, misuse, or negligence. Repaired or replaced goods shall be warranted for the remainder of the unused warranty term or for 90 days from shipment, whichever is longer. It is Customer's responsibility to ensure that Goods are fit for the application in which they are used. During this period, Company will replace without charge any such medium it finds defective. As for the quality or performance of any software or data, they are supplied "AS IS" WITH NO WARRANTY. Where hardware and/or a system is installed by Company, such installation is warranted against faulty workmanship for the same period (if any) as applies to the installed items. During this concurrently running period, Company will correct without charge any workmanship it finds to be faulty.

If Company provides any services to Customer, including but not limited to training, servicing or assistance with configuration and installation of Goods, Company shall provide such services in accordance with normal industry practice at such rates as may be specified by Company in its price list from time to time. Company accepts no liability to Customer arising out of the provision of such services.

## Payments

For UK and Republic of Ireland sales, payment is due within 30 days from the invoice date, unless the parties have agreed a shorter payment period in writing. Partial shipments may be invoiced as they are shipped. Value Added Tax for UK sales is payable and is calculated on the cash discounted value of each invoice. If Company shall allow provisional credit in respect of any part of the Goods it shall be without prejudice to its rights to refuse to give up possession of any other part of the Goods except against payment: and the whole of the price of all Goods bought or agreed to be bought by Customer shall fall due and payable without demand immediately on the happening of any of the following events: (a) failure by Customer to pay any sum due to Company within 14 days of the due date for payment; (b) commencement of the winding up of Customer; (c) any act, event or occurrence entitling any creditor of Customer to petition for the bankruptcy of Customer; (d) appointment of a receiver of any asset of Customer, or the levying of any distress or execution or any asset of Customer. The failure of Customer to pay any part of the price of the Goods in due time shall, at Company's discretion, give rise to: (a) The immediate suspension of all pending deliveries, without any prior written notice being necessary; (b) The immediate obligation to pay all sums that are outstanding, regardless of the agreed method of payment (such as by bill of exchange), without any prior written notice being necessary; (c) The application of a late payment penalty, without any prior written notice being necessary to Customer, equal to 4% per month above the Bank of England base rate applicable at the time calculated by taking into account the number of days between the due date for payment and the date of the effective payment.; (e) The invoicing, as liquidated damages and without any prior written notice being necessary, of a sum equal to 20% of the total amount (exclusive of VAT) of the unpaid invoice

Pura Technologies Limited, Unit 1, Morelands Trading Estate, Bristol Road, Gloucester, GL1 5RZ

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## Liability

In no event shall either party be liable for (a) any indirect, incidental, consequential loss; (b) any loss arising from business interruption; (c) loss of profits; (d) loss of revenue; (e) loss of use of any property or capital; (f) loss of anticipated savings; or (g) loss of data.

Company's Liability in respect to any purchase of Goods shall in no event exceed the price of Goods causing loss or damage. These exclusions and limitations shall apply regardless of how the loss or damage may be caused and against any theory of liability, whether based in contract, tort or otherwise. Neither party seeks to exclude or restrict its liability for; (a) death or personal injury resulting from negligence; (b) fraud; (c) the terms implied by section 12, Sale of Goods Act 1979; or (d) any matter which, by law, it is not permitted to restrict its liability.

## Indemnity

Customer shall indemnify Company in respect of all damage injury or loss occurring to any person or property and against all actions, suits, claims, demands, charges or expenses in connection therewith arising from the condition or use of the Goods in the event and to the extent that the damage injury or loss shall have been occasioned partly or wholly by the negligence of Customer and his servants or agents or by any breach by Customer of its obligations to Company hereunder.

## U.K. and Republic of Ireland Sales

For UK and Republic of Ireland sales risk of loss or damage to the Goods shall pass to Customer at the time of delivery. The property in the Goods shall not pass to Customer until all sums due or owing to Company by Customer on any account have been paid. The whole of the price shall not be treated as paid until any cheque, bill of exchange or other instrument of payment given by Customer has been met on presentation or otherwise honoured in accordance with its terms. Company may sue for the whole of the price at any time after it has become payable. Until such time as the property in the Goods passes to Customer, Customer shall hold the Goods on a fiduciary basis as bailee of Company and shall keep the Goods separate from those of Customer and third parties and properly stored, protected, insured and identified as Company's property, but Customer shall be entitled to resell and use the Goods in the ordinary course of its business for the account of Company. Until property in Goods passes from Company, the entire proceeds of sale or otherwise of the Goods shall be held in trust for Company and shall not be mixed with any other money or paid into any overdrawn bank account and shall be at all material times identified as Company's money. Until such time as property in Goods passes from Company, Customer shall upon request deliver up such of the Goods as have not ceased to be in existence, or resold to Company. If Customer fails to do so Company may enter upon any premises owned, occupied or controlled by Customer where the Goods are situated and repossess the Goods. Customer shall not pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of Company. Without prejudice to the other rights of Company, if Customer does so all sums whatever owing by Customer to Company shall forthwith become due and payable.

## U.K. and Republic of Ireland Sales

Customer acknowledges that Company is the owner of all rights, title and interest in, and to, any trademarks used by Company in connection with any products that are subject to any purchase order with Customer ("Trademarks"). All goodwill resulting from any use of the Trademarks by Customer, including any additional goodwill that may develop because of Customer's use of the Trademarks, shall inure solely to the benefit of Company, and Customer shall not acquire any rights in the Trademarks by virtue of its use of the Trademarks as granted herein. Any use of the Trademarks by Customer must be in strict conformity with Company's corporate policy regarding trademark usage, which shall be provided to Customer from time to time.



# CardiAid<sup>®</sup>

Public Access Defibrillator

Customer shall not :-

- (i) use the Trademarks for any unauthorised purpose or in any manner likely to diminish their commercial value;
- (ii) knowingly use any trademark, name, trade name, domain name, logo or icon similar to or likely to cause confusion with the Trademarks;
- (iii) make any representation to the effect that the Trademarks are owned by Customer rather than Company;
- (iv) attempt to register, register or own in any country:
  - a) the Trademarks;
  - b) any domain name incorporating in whole or in part the Trademarks; or c) any name, trade name, domain name, keyword, social media name or identification or mark that is confusingly similar to the Trademarks; or (v) challenge the validity of Company's ownership of the Trademarks. Customer further shall not at any time contest the validity of the Trademarks or assert or claim any other right to manufacture, sell or offer for sale products under the Trademarks, or any trademark confusingly similar thereto. Any trademarks, names or domain names or trademark rights acquired by Customer in violation of this Agreement shall be immediately assigned to Company upon request by Company.

## Export

All orders are accepted subject to a minimum value of £500. All Goods will be supplied and invoiced in multiples of carton quantities only. The basis of the prices quoted will be FOB as defined in Incoterms 2020 Edition, at a UK port which may be nominated by Company, or such other basis as may seem appropriate to Company in the circumstances. Payment unless otherwise agreed must be by irrevocable letter of credit confirmed by an established UK bank satisfactory to Company. Company has separate standard terms and conditions which apply to export sales, and a copy will be supplied to the export Customers.

## CardiAid International Patents and Registered Designs

Many of the products offered for sale by Company are covered by UK and foreign patents or other intellectual property rights. It is not feasible to mark each component or product with the appropriate patent numbers, but any relevant and reasonable enquiries will be dealt with on application, subject to reimbursement of Company's out of pocket expenses.

Company also has rights in a number of names and Trademarks, registered and unregistered. Company will take all necessary legal action in any part of the world against any party found to be manufacturing, selling or otherwise dealing with any article which infringes Company's patents, Trademarks or other similar intellectual property rights.

## Force Majeure

If either party is prevented or hindered in fulfilling its obligations (other than the obligation to pay monies when due), either in whole or in part, for a reason beyond its reasonable control (other than lack of funds) ("Force Majeure"), further performance of such obligations shall be suspended for the period of "Force Majeure".

## Legal Construction

The contract shall be governed by and interpreted in accordance with English Law, and Customer submits to the jurisdiction of the Courts in England. However, Company may enforce the contract in any court of competent jurisdiction. A person who is not a party to the contract shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

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**Telephone:** 01452 937656    **Email:** info@cardiaid-aed.co.uk    **Website:** www.cardiaid-aed.co.uk

## Customer's Obligations Relating to Cybersecurity Event

In order to facilitate Company's investigation of any cybersecurity event involving the Goods or Software, Customer agrees to cooperate with Company in any investigation, litigation, or other action, as deemed necessary by Company to protect its rights relating to a cybersecurity event. Company does not represent that the Goods or Software is compatible with any specific third-party hardware or software other than as expressly specified by Company. Customer is responsible for providing and maintaining an operating environment that meets the minimum standards specified by Company.

Customer understands and warrants that Customer has an obligation to implement and maintain reasonable and appropriate security measures relating to the Goods, the information used therein, and the network environment. This obligation includes complying with applicable cybersecurity standards and recommended industry practices including those recommended by any national institution in Customer's territory. If a cybersecurity event occurs, Customer shall promptly notify Company of the cybersecurity event. Customer shall promptly use its best efforts to detect, respond and recover from such a cybersecurity event. Customer shall take reasonable steps to immediately remedy any cybersecurity event and prevent any further cybersecurity event at Customer's expense in accordance with applicable laws, regulations, and standards. Customer further agrees that Customer will use its best efforts to preserve forensic data and evidence in its response to a cybersecurity event. Customer will provide and make available this forensic evidence and data to Company. Company shall not be liable for damages caused by a cybersecurity event resulting from Customer's failure to comply with these terms or Customer's failure to maintain reasonable and appropriate security measures. Customer agrees to comply with all applicable data security laws and standards and shall make no attempts to circumvent or interfere with any of Company's security controls integrated within the Goods. Customer shall indemnify and hold Company harmless for Customer's failure to comply.

## Health and Safety at Work etc. Act 1974. Statement to purchasers and prospective purchasers

1. Section 6\* of the Act provides that manufacturers, designers, importers or suppliers of articles for use at work have a duty to ensure, so far as is reasonably practicable, that the article will be safe and without risk to health at all times when it is being set, used, cleaned or maintained by a person at work. An absence of safety or risk to health is to be disregarded insofar as the case in or in relation to which it arises is shown to be one the occurrence of which could not reasonably be foreseen and in determining whether any such duty as aforementioned has been performed, regard shall be had to any relevant information or advice which has been provided by the manufacturer, designer, importer or supplier
2. Having regard to these provisions the following is given as a guide to the information which is readily available to you, in order that the obligations of all concerned may be met as fully as is reasonably practicable. This information relates to those products detailed in the Company's catalogue(s) or associated literature.
3. Information on the design, construction and installation of the Company's products to ensure that so far as is reasonably practicable they are safe and without risk to health when properly used may be found in:
  - Regulations for Electrical Equipment of Buildings (published by the Institution of Electrical Engineers), Catalogues and product leaflets of the Company, or may be obtained by specific request to the Company.
4. It is important that the products concerned should be installed, commissioned and maintained by, or under the supervision of competent persons in accordance with good engineering practice and - The Regulations for the Electrical Equipment of Buildings, Codes of Practice, Statutory Requirements and any instructions specifically advised by the Company and where appropriate, with particular reference to information marked on the Goods or associated literature.

5. In accordance with the provisions of the Act, the Customer is therefore requested to take such steps as are necessary to ensure that any appropriate information relevant to the Company's products is made available by you to anyone concerned. \* As amended by section 36 of the Consumer Protection Act 1987.

## Miscellaneous

The parties may exchange confidential information during the performance or fulfilment of any purchase order. Confidential information includes any information or data that are provided by one party (the disclosing party) to the other party (the recipient) in any form, including any information or data relating to the operation or performance of products and all data generated by the products which are aggregated and de-identified. However, such information or data may be used by Company in accordance with Section 20b) below. All confidential information shall remain the property of the disclosing party and shall be kept confidential by the recipient for a period of 10 years following the date of disclosure. These obligations shall not apply to information which is: (a) publicly known at the time of disclosure or becomes publicly known through no fault of recipient, (b) known to recipient at the time of disclosure through no wrongful act of recipient, (c) received by recipient from a third party without restrictions similar to those in this section, or (d) independently developed by recipient. Each party shall retain ownership of its confidential information, including without limitation all rights in patents, copyrights, Trademarks and trade secrets. A recipient of confidential information may not disclose such confidential information without the prior written consent of the disclosing party, provided that Company may disclose confidential information to its affiliated companies, employees, officers, consultants, agents, and contractors. Subject to compliance with all applicable data protection laws and regulations, Company retains the right to utilise any and all data and information that is collected, generated, processed or transmitted by or through the products and all product related data and information provided or transmitted to Company regarding the operation or performance of the products in an aggregated or anonymised form for any business purpose, including product, software or service development, marketing or sales support or other analytics. To the extent that Company does not own any such product related information or data, Customer grants Company and its affiliated companies (or shall procure for Company and its affiliated companies the grant of) a perpetual right to use and make derivative works from such information and data for any lawful purpose.

Company will process Customer's personal data, including but not limited to identity data such as names and email addresses as necessary to sell the products and/or to provide the services to Customer and to meet Company's obligations under any purchase order and applicable law as a data processor.

Company shall process Customer's personal data during the period of performance of any Customer's purchase order governed by these terms and conditions and thereafter. Customer as data controller acknowledges and agrees that Company is entitled to share personal data with its affiliated companies and may transfer the personal data to countries outside of the European Union ensuring adequate level of personal data protection, including but not limited to USA, India and Mexico.

If Company is delayed at any time in performing its obligations under this Agreement by:

- (i) any event of Force Majeure;
- (ii) a change in law, statutory requirements or building regulations implemented after the date of the proposal;
- (iii) any breach of the agreement or act of prevention by Customer or others for whom Customer is responsible;
- (iv) and instruction of Customer or others for whom Customer is responsible;
- (v) any consequence whatsoever which arises as a result of the outcome of the United Kingdom European Membership Referendum on 23rd June 2016 and/or any subsequent referendum which may take place; or
- (vi) the discovery of hazardous substances or asbestos at the premises; then the time for performance of the obligations affected will be extended by such period of delay.



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Public Access Defibrillator

If Company incurs any direct loss and/or expense because the progress of performance of its obligations under the Agreement is affected by any matters described above, the amount of any such direct loss and/or expense shall be added to the price.

The rights described above are without prejudice to any other rights or remedies which Company may possess.

## **Pura Technologies Limited**

Unit 1 Morelands Trading Estate,  
Bristol Road,  
Gloucester,  
England,  
GL15RZ,  
United Kingdom.

## **CardiAid Trademark**

Registered in Great Britain and other countries.

## **Copyright Pura Technologies Limited 2020**

Terms and Conditions of Sale are subject to change.

Customer is advised to visit [www.cardiaid-aed.co.uk](http://www.cardiaid-aed.co.uk) for the latest version applying on order date.