

Terms and Conditions of Sale: Love Medical Ltd



These Terms and Conditions of Sale ("Conditions") govern the sale of goods and/or services ("Goods") by Love Medical Ltd ("Seller") to the buyer ("Buyer").

1. Definitions and Interpretation
- 1.1. "Buyer" means the person, firm, or company who purchases the Goods from the Seller.
- 1.2. "Contract" means the contract between the Seller and the Buyer for the sale and purchase of the Goods, incorporating these Conditions.
- 1.3. "Goods" means the goods and/or services to be supplied by the Seller to the Buyer, as specified in the Order.
- 1.4. "Order" means the Buyer's written or oral request for Goods, which, when accepted by the Seller, forms the basis of the Contract.
- 1.5. "Seller" means Love Medical Ltd, a company registered in the UK with company number 06558818 and registered office at Unit 1 Willan Enterprise Centre, Fourth Avenue, Trafford Park, Manchester.
- 1.6. A reference to "writing" or "written" includes email.
- 1.7. Headings in these Conditions are for convenience only and do not affect their interpretation.
- 1.8. The singular shall include the plural and vice versa.
2. Basis of the Contract
- 2.1. These Conditions shall apply to all sales of Goods or services by the Seller to the Buyer to the exclusion of any other terms and conditions that the Buyer may purport to apply, including under any purchase order, confirmation of order, or similar document.
- 2.2. No variation to these Conditions shall be effective unless agreed in writing and signed by a duly authorized representative of the Seller.
- 2.3. Any quotation given by the Seller shall not constitute an offer, and is only valid for a period of 30 days from its date of issue, unless otherwise notified in writing by the Seller.
- 2.4. The Buyer's Order constitutes an offer by the Buyer to purchase the Goods in accordance with these Conditions. The Buyer is responsible for ensuring the accuracy of the terms of any Order and any applicable specification submitted by the Buyer.
- 2.5. The Contract is formed when the Seller issues a written or verbal acceptance of the Buyer's Order, or (if earlier) when the Seller delivers the Goods to the Buyer.
- 2.6. The Seller reserves the right to refuse any order.
3. Description of Goods
- 3.1. The description of the Goods shall be as set out in the Seller's quotation, order acknowledgment, or other sales document.
- 3.2. All samples, drawings, descriptive matter, specifications, and advertising issued by the Seller and any descriptions or illustrations contained in the Seller's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract nor have any contractual force.
- 3.3. The Seller reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory or regulatory requirements or which do not materially affect their quality or performance.
4. Price and Payment
- 4.1. The price of the Goods shall be the price quoted by the Seller in its official quotation subject to acceptance of the Order.
- 4.2. All prices are exclusive of:
- 4.2.1. any applicable value added tax (VAT) or other sales tax, which shall be payable by the Buyer in addition to the price;
- 4.2.2. packaging, insurance, and delivery costs, which shall be payable by the Buyer in addition to the price, unless otherwise agreed in writing by the Seller.
- 4.3. The Seller reserves the right to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (including, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increases in the costs of labor, materials, or other costs of manufacture), any change in delivery dates, quantities, or specifications for the Goods which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.
- 4.4. Unless otherwise agreed in writing by the Seller, payment for the Goods is due 30 days from the date of the Seller's invoice ("Due Date").
- 4.5. Time for payment shall be of the essence.
- 4.6. No payment shall be deemed to have been received until the Seller has received cleared funds.
- 4.7. The Buyer shall pay all sums due under the Contract in full without any set-off, deduction, counterclaim, or abatement.
- 4.8. If the Buyer fails to pay any sum due under the Contract on the Due Date, the Seller shall have the right to:
- 4.8.1. charge interest on the overdue amount at the rate of [Interest Rate, e.g., 8%] per annum above the base rate of [Name of Bank] from time to time in force (accruing on a daily basis until payment is made), whether before or after any judgment;
- 4.8.2. suspend all further deliveries of Goods to the Buyer;
- 4.8.3. cancel the Contract.
- 4.9. The Buyer shall indemnify the Seller against all costs and expenses (including legal costs and collection agency fees) incurred by the Seller in recovering any sums due from the Buyer.
5. Delivery
- 5.1. Unless otherwise agreed in writing by the Seller, delivery of the Goods shall be made to the given billing address on the official purchase order document.
- 5.2. Any dates quoted for delivery are approximate only, and the Seller shall not be liable for any delay in delivery of the Goods however caused. Time for delivery shall not be of the essence unless previously agreed by the Seller in writing.
- 5.3. The Seller shall not be liable for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event (as defined in clause 10) or the Buyer's failure to provide the Seller with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 5.4. If the Buyer fails to take delivery of the Goods within 10 days of the Seller notifying the Buyer that the Goods are ready for delivery, then, except where such failure or delay is caused by a Force Majeure Event or the Seller's failure to comply with its obligations under the Contract:
- 5.4.1. delivery of the Goods shall be deemed to have been completed on the 10th day
- 5.4.2. The Seller shall store the Goods until actual delivery takes place, and charge the Buyer for all related costs and expenses (including storage and insurance).
- 5.5. The Seller may deliver the Goods in separate installments. Each separate installment shall constitute a separate Contract, and no cancellation or termination of any one Contract relating to an installment shall entitle the Buyer to repudiate or cancel any other Contract or installment.
- 5.6. Delivered goods may be returned to the Seller subject to a standard restocking charge of 40% for any unopened goods. The restocking charge for special order or special build products such as CPET systems or Respiratory machines will be subject to an increased restocking charge of 60%
- 5.7. Should collection of delivered goods be required the Seller reserves the right to charge for this service.
- 5.8. The Buyer will be liable for any damage to returned goods that use an alternative shipping method, the Seller reserves the right to refuse returned goods not in an as new condition.
6. Risk and Title
- 6.1. The risk in the Goods shall pass to the Buyer on completion of delivery.
- 6.2. Title to the Goods shall not pass to the Buyer until the Seller has received payment in full (in cleared funds) for the Goods and all other sums which are due to the Seller from the Buyer for any reason.
- 6.3. Until title to the Goods has passed to the Buyer, the Buyer shall:
- 6.3.1. hold the Goods on a fiduciary basis as the Seller's bailee;
- 6.3.2. store the Goods separately from all other goods held by the Buyer so that they remain readily identifiable as the Seller's property;
- 6.3.3. not destroy, deface, or obscure any identifying mark or packaging on or relating to the Goods;
- 6.3.4. maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
- 6.3.5. notify the Seller immediately if it becomes subject to any of the events listed in clause 9; and
- 6.3.6. give the Seller such information concerning the Goods as the Seller may request from time to time.
- 6.4. The Buyer's right to possession of the Goods shall terminate immediately if any of the events listed in clause 9 occurs.
- 6.5. The Buyer grants the Seller, its agents and employees an irrevocable license at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them.
7. Warranty
- 7.1. The Seller warrants that on delivery the Goods shall:
- 7.1.1. conform in all material respects with their description; and
- 7.1.2. be of satisfactory quality within the meaning of the Sale of Goods Act 1979.
- 7.2. The Seller does not warrant that the Goods are fit for any particular purpose for which the Buyer intends to use them, unless that purpose has been specifically notified to the Seller in writing and the Seller has confirmed in writing that the Goods are fit for that purpose.
- 7.3. The warranty in clause 7.1 is subject to the following conditions:
- 7.3.1. The Buyer must give written notice to the Seller of any defect in the Goods within 10 days of delivery;
- 7.3.2. The Seller shall be given a reasonable opportunity of examining such Goods;
- 7.3.3. The defect in question did not arise as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions, or any failure to follow the Seller's instructions (whether oral or in writing);
- 7.3.4. The Goods have not been altered, modified, or repaired by anyone other than the Seller or a person authorized by the Seller.
- 7.4. Subject to clause 7.3, if any of the Goods do not conform with the warranty in clause 7.1, the Seller shall at its option repair or replace such Goods (or the defective part) or refund the price of such Goods at the

- 7.5. pro rata Contract rate provided that, if the Seller so requests, the Buyer shall, at the Buyer's expense, return the Goods or the part of such Goods which is defective to the Seller.
- 7.6. The remedies in clause 7.4 shall be the Buyer's sole and exclusive remedy for any breach of the warranty in clause 7.1.
- 7.7. Except as provided in this clause 7, the Seller shall have no liability to the Buyer in respect of the Goods' failure to comply with the warranty in clause 7.1.
- 7.7. The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
8. Limitation of Liability
- 8.1. Nothing in these Conditions shall limit or exclude the Seller's liability for:
- 8.1.1. death or personal injury caused by its negligence, or the negligence of its employees, agents, or subcontractors (as applicable);
- 8.1.2. fraud or fraudulent misrepresentation;
- 8.1.3. breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
- 8.1.4. any matter in respect of which it would be unlawful for the Seller to exclude or restrict liability.
- 8.2. Subject to clause 8.1, the Seller's total liability to the Buyer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Goods
- 8.3. Subject to clause 8.1, the Seller shall not be liable to the Buyer for any indirect or consequential loss (whether or not foreseeable) including, but not limited to, loss of profit, loss of revenue, loss of business, loss of goodwill, or loss of anticipated savings.
- 8.4. The Buyer acknowledges that the limitations of liability in this clause 8 are reasonable and that the Seller would not be able to provide the Goods at the stated price without such limitations.
9. Termination
- 9.1. The Seller may terminate the Contract with immediate effect by giving written notice to the Buyer if:
- 9.1.1. the Buyer fails to pay any sum due under the Contract on the Due Date;
- 9.1.2. the Buyer commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within 5 days of being notified in writing to do so;
- 9.1.3. the Buyer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;
- 9.1.4. the Buyer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors including a voluntary arrangement;
- 9.1.5. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Buyer (being a company);
- 9.1.6. the Buyer (being an individual) is the subject of a bankruptcy petition or order;
- 9.1.7. a creditor or encumbrancer of the Buyer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 5 days;
- 9.1.8. a receiver is appointed over any of the assets of the Buyer;
- 9.1.9. there is a change of control of the Buyer; or
- 9.1.10. the Buyer suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.
- 9.2. On termination of the Contract for any reason, the Buyer shall immediately pay to the Seller all of the Seller's outstanding unpaid invoices and interest.
- 9.3. Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination.
- 9.4. Clauses which expressly or by implication survive termination shall continue in full force and effect.
10. Force Majeure
- 10.1. Neither party shall be liable for any failure to perform its obligations under the Contract if such failure results from a Force Majeure Event.
- 10.2. A "Force Majeure Event" means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including but not limited to:
- 10.2.1. acts of God, flood, drought, earthquake, or other natural disaster;
- 10.2.2. epidemic or pandemic;
- 10.2.3. terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- 10.2.4. nuclear, chemical, or biological contamination or sonic boom;
- 10.2.5. any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota, or prohibition, or failing to grant a necessary licence or consent;
- 10.2.6. collapse of buildings, fire, explosion, or accident;
- 10.2.7. any labor or trade dispute, strikes, industrial action, or lockouts;
- 10.2.8. non-performance by suppliers or subcontractors; and
- 10.2.9. interruption or failure of utility service.
- 10.3. A party affected by a Force Majeure Event shall:
- 10.3.1. give written notice to the other party of the Force Majeure Event and its likely duration within 5 days of the commencement of the Force Majeure Event; and
- 10.3.2. use all reasonable endeavors to minimize the effect of the Force Majeure Event on the performance of its obligations.
- 10.4. During the period of the Force Majeure Event, the affected party's obligations under the Contract shall be suspended, and its time for performance shall be extended by a period equal to the duration of the Force Majeure Event.
- 10.5. In the event that the Force Majeure Event continues for more than 15 days, the non-affected party may terminate the Contract with immediate effect by giving written notice to the affected party.
11. Export
- 11.1. If the Goods are to be exported from the United Kingdom, the Buyer shall be responsible for complying with all applicable laws, regulations, and import/export controls relating to the export of the Goods from the United Kingdom and their importation into any other country, and for obtaining all necessary import and export licences.
- 11.2. The Buyer shall indemnify the Seller against all liabilities, costs, expenses, damages, and losses (including but not limited to any direct, indirect, or consequential losses, loss of profit, loss of reputation, and all interest, penalties, and legal and other reasonable professional costs and expenses) suffered or incurred by the Seller in connection with any breach by the Buyer of its obligations under this clause 11.
12. General
- 12.1. Assignment and Subcontracting:
- 12.1.1. The Seller may at any time assign, transfer, mortgage, charge, subcontract, or deal in any other manner with all or any of its rights or obligations under the Contract.
- 12.1.2. The Buyer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Seller.
- 12.2. Notices:
- 12.2.1. Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be:
- 12.2.1.1. delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- 12.2.1.2. sent by email to the address specified in the Order or as otherwise notified in writing to the other party.
- 12.2.2. Any notice or communication shall be deemed to have been received:
- 12.2.2.1. if delivered by hand, on signature of a delivery receipt;
- 12.2.2.2. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
- 12.2.2.3. if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume.
- 12.2.3. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that the letter was properly addressed, stamped and placed in the post and, in the case of an email, that the email was sent to the email address of the addressee.
- 12.3. Severance: If any provision or part-provision of the Contract is or becomes invalid, illegal, or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision of the Contract is deemed deleted under this clause 12.3 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 12.4. Waiver: A waiver of any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure to exercise, or delay in exercising, any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 12.5. Third Party Rights: A person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 12.6. Governing Law and Jurisdiction: The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.