

rightstride® Terms and Conditions of Sale

In these Terms and Conditions, 'RSscan Lab' means 'RSscan Lab Ltd' and the 'Buyer' means the person or firm or Company or practice purchasing the Goods from RSscan Lab. 'Goods' and 'Services' means the products, which are the subject of contract of the sale, to which these Terms and Conditions apply.

All quotations are submitted and all orders and all orders are accepted subject to the following terms and conditions:

These conditions form part of RSscan Lab's acceptance (whether verbally or written) by whatever means such as telephone, fax, post or email and constitute a contract between RSscan Lab and the buyer for the goods to be supplied and are exhaustive and override any other terms, conditions and provisions referring or purporting to refer to the Goods superceding all other conditions, warranties, guarantees and representations. No amendment to these Terms and Conditions shall be made except by written agreement by the company's officers.

Delivery of goods and services

The company will always endeavour to deliver the at the time requested by the buyer but the dates/periods/times for delivery are only approximate and are not essential terms. RSscan Lab will not be liable for any direct loss however arising from:

- Delay in delivery caused by factors beyond RSscan Lab's control
- Non delivery of goods supplied by RSscan Lab where materials specified for the goods are not obtained by the company at a reasonable price or time

Delivery will take place at the time stated in any quotation or this catalogue or as otherwise as RSscan Lab and the buyer may agree or if no place for delivery is specified or agreed at RSscan Lab's location. RSscan Lab may charge extra transport costs resulting from a buyer's request for alteration in the place of delivery.

Property and risk

All risks in the goods shall pass to the buyer on delivery. Ownership of the goods sold will not pass to the buyer until the purchase price has been paid in full and the buyer will permit RSscan Lab's agents or servants to enter the buyers premises to repossess the goods at any time thereto.

RSscan Lab must be notified in writing by the buyer within 21 days of receipt of invoice and or advice notice if the goods involved have not been delivered or within 3 days if superficial damage, theft of any sort or shortage is revealed on receipt of the goods failing which RSscan Lab accepts no responsibility for damage or loss howsoever arising.

Where a contract provides for delivery of goods by instalment or part delivery of each instalment or part delivery shall be deemed to be a separate contract and payment will be due in respect of each instalment of part delivery when that instalment or part delivery is made. Cancellation of any one instalment or part delivery shall not avoid or effects contract as to the other instalments or part delivery.

The buyer shall not be entitled to withhold any payment on any account payable under any contract due to RSscan Lab because of any disputed claim by the buyer in respect of any faulty goods or any other alleged breach of contract nor shall the buyer be allowed to offset against any amount payable under contract to RSscan Lab any sum or sums which are presently payable even though in dispute.

RSscan Lab will not be liable for loss of profit, damage to plant or for any expenditure incurred in respect of goods supplied or any consequential loss or damage sustained by the buyer by reason of any breach of the contract by RSscan Lab.

RSscan Lab shall not be liable for any defect in quality of the state of goods unless:

- Such defects result from RSscan Lab's faulty workmanship or from the use of faulty materials by RSscan Lab and
- Such defects have been discovered within three months from the delivery of the goods and
- The buyer shall have given RSscan Lab forthwith upon such discovery written notice specifying the matters complained of and shall thereafter afford RSscan Lab a reasonable opportunity of inspecting the goods in their alleged defective state or if RSscan so requires the buyer shall return the defective goods to RSscan Lab's premises.

If RSscan shall supply defective goods as mentioned in the previous paragraph and if the buyer shall have complied with its obligations under this same paragraph the RSscan Lab and the buyer do not agree that the buyer should accept the goods at an agreed value then RSscan Lab undertakes the option either:

- To accept a return of such part of the goods in question as are defective and to credit the buyer with the invoice price thereof or
- To accept return of such part of the goods in question as are defective them within a reasonable time.

Pricing and Payment for goods or services

The prices quoted by RSscan Lab are arrived at and maintained on a basis of these terms and conditions and if any additional liability is to be borne by RSscan Lab then RSscan Lab reserve the right to amend prices quoted by the company in the basis or the written terms and conditions. RSscan Lab will endeavour to hold prices firm but herein make reservation for possible cost increase and legislation relating to imports such as currency, exchange rates, import rates and material costs.

RSscan Lab will endeavour to supply goods to suit the specifications given by the buyer but RSscan does not warrant that the goods so supplied will be suitable for the purposes for which they are required by the buyer and in particular where the goods are made or adapted to the special order of the buyer. RSscan Lab shall not be liable for the suitability of such goods for the purpose or purposes for which goods are made or adapted.

The sale price for goods not manufactured to the buyer's specification are subject to the variation in RSscan Lab's prices for those goods ruling at the date when the goods are delivered:

- Prices of goods manufactured to the buyer's specifications are subject to variation on account of changes in manufacturing costs and costs of materials before completion of orders.
- Except where specifically provided prices of goods quoted or agreed by RSscan Lab excluding the cost of packing, carriage, freight insurance and other incidental costs and charges.
- Payment of goods shall be made within 30 days of the issue of the appropriate invoice or date of delivery whichever shall be later. Interest is chargeable on all monies due but unpaid at a rate of 4% above the base rate from time to time of HSBC Plc.

RSscan Lab may at its option cancel or withhold all further deliveries under any contract in the event of default by the buyer for making due payment due hereunder or in the event that the buyer shall become bankrupt or being a company enter into liquidation or in either case shall enter into arrangement on composition with its or his creditors.

Special conditions for Supply of goods

The buyer by placing an order for goods to be made in accordance with drawings or designs whether his own formatting or using RSscan Lab order proforma warrants to and assures RSscan Lab that the goods so ordered do not in whole or in part infringe any industrial property rights of any third party the buyer agrees to indemnify and keep indemnified RSscan Lab from and against all claims, damages, expenses and costs of whatever nature which RSscan Lab may incur or sustain by reason of any person rightfully or wrongfully claiming such goods manufactured by RSscan Lab or any machine, vehicle or apparatus in which they are incorporated or any use of such goods is an infringement of any industrial rights.

Where components are supplied to RSscan Lab free of charge by or on behalf of the buyer for incorporation by RSscan Lab by bonding or otherwise with any parts to be manufactured by RSscan Lab such components are supplied at the buyer's risk. RSscan Lab shall take reasonable care to avoid damage to any such components in the company's possession and subject thereto RSscan Lab cannot accept any liability for any costs or losses attributed to defects in such components after dispatch from RSscan Lab. H buyer shall

reimburse RSscan Lab for any loss, costs or expenses incurred by it while carrying out any operation on or with such components which are incorrect or defective.

Testing or inspection or certification of any goods shall be specified by the buyer at the time of or and RSscan Lab may charge a reasonable fee.

Any weight and dimension given are subject to seller standard limits and normal practices of manufacture.

Governing Law

The terms of these conditions and any contract entered into upon terms hereto shall be in accordance with the laws of England and the courts of England shall have exclusive jurisdiction with regard to dispute arising there under.

Any guarantee will not cover the following:

- Rightstride® will not be liable for any mistake/error made by the clinician in respect of the prescription
- Rightstride® will not be liable for any defect in the orthotic arising from fair wear and tear, misuse or alteration, wilful damage, negligence or failure to follow the patient notes (either written or verbal) in the wearing of the orthotics
- All damaged or defective devices must be returned to the company before a replacement can be made.

