

Meditelle Ltd (Group), Manufacturing Centre, Moor Lane, Witton, Birmingham B6 7HH

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Meditelle Ltd Terms & Conditions

- **Customers:**

Meditelle Ltd sells on a 'Business to Business' basis exclusively supplying individuals working in partnerships or as sole traders and deal with public, private and voluntary sector health and therapy sector organisations. The equipment is specifically designed for expert use by professionals and not the general public. Meditelle sells at trade prices exclusively to business and professional customers and do not sell directly to the public at large. It is a condition of sale that the purchaser is such a professional practitioner (this includes students on professionally recognised courses) or an organisation. By placing an order with MT you are confirming that you are not a consumer and that you are purchasing goods for business or professional use and accordingly agree that consumer-specific legislation does not apply

- **Buyer Responsibilities:**

It is your (the buyers) responsibility to make sure that the equipment is suitable to be used for your chosen application and all persons who use the equipment are properly instructed in its safe and correct use and that they are in possession of any instructions supplied by us. Any communication provided by MT in any form whatsoever is made in good faith however, selection and suitability of equipment is your responsibility.

Meditelle manufacture and supply an extensive range of products within the generic description of 'medical equipment' accordingly items of equipment may serve a variety of purposes across a diversity of procedures and applications. We aspire to produce quality goods with appropriate safety standards. In this context it is the responsibility of the purchaser to define their exact requirements in terms of the specific application and the regulatory framework of the working environment. If the regulatory framework or the treatment regime, the organisational context or special specification/performance criteria impose specific needs then it is a condition of supply that these must be stated by the purchaser at the time of placing the order.

Where MT modifies any specification at your request we require that you accept full responsibility for the outcome of such modifications. For individual custom design changes the user must ensure a full understanding of the implications of the changes before finalising the order as MT cannot accept responsibility for the fitness of purpose of the manufactured item nor for the order of unsuitable items arising from customer errors.

MT do not accept any responsibility for the consequences of misuse or user error of equipment supplied by us. We will not be liable for consequential loss in relation to damage or delays in transit. The buyer accepts full responsibility for any damage or loss which may occur after delivery of equipment. We specifically exclude any and all consequential loss claims. Your statutory rights are not affected.

Disclaimer: MT will use reasonable skill and care when providing technical advice and is based upon product expertise intended only as general guidance relating to the products capabilities and does not attempt to give you advice that relates to your specific discipline or application. Any purchasing decisions taken in response to the information given is assumed to be based upon the end users professional expertise since exact and specific usage criteria is beyond our capability.

- **Cancellation & Returns :**

Non-standard Equipment: All equipment products manufactured to your specific requirements i.e. by way of colour, size or options are non-standard goods and cannot be cancelled. Prior to despatch non-standard goods that are in production cannot be cancelled and payment must be made in full. After despatch non-standard goods cannot be cancelled or supplied on a sale or return basis and may not be returned under any circumstances unless defective or damaged in the course of delivery. Alterations or modifications to orders can only be agreed if the item(s) are not in full production. We are unable to accept responsibility for customers ordering non-standard goods to the wrong size or specification. Care should be exercised where orders are placed by buyers, administrators or practice managers who are not treatment professionals. Meditelle do not accept responsibility for the order of unsuitable or inappropriate items arising from errors in specifying equipment requirements.

Standard Items: Where standard items have been ordered in error, cancellation prior to despatch will be subject to a 5% handling charge. After despatch if standard goods are not as expected, Meditelle (MT) may agree to their return on the following conditions:- 1. A request must be made to MT within 7 working days of receipt of goods and confirmed in writing to us by letter, fax or email. 2. No goods will be accepted for refund unless a return authorisation has been given by MT prior to their return. 3. The item(s) must be returned in perfect condition complete in the original packaging, together with a copy of the Invoice. Goods returned damaged due to poor packaging will not entitle the buyer to a full credit/refund. 4. The company accepts no responsibility for loss or damage in transit to parcels being returned. 5. Any refunds will be made at purchase price of item less a 10% handling charge, within 30 days of their return to MT. The customer is responsible for full carriage costs for both original & forward consignments.

- **Prices & Specifications:**

Prices shown in our catalogue and on the internet are correct at date of publication but are subject to alteration without prior notice. All our trade prices are exclusive of VAT. Errors and omissions are excepted. Price quotations and tenders offered by MT remain valid for a maximum period of thirty working days from quote date unless otherwise agreed in writing. We take special care to show correct specifications, sizes and weights and such descriptions, whilst given as a guide in good faith, are subject to modification as part of our on-going development programme. All dimensions and weights quoted are approximate, due to the manufacturing process dimensions have a tolerance of +/- 3.5cm; angular measurements have a tolerance of +/-10°; wood equipment has a +/-2cm size difference. Safe working load capacity assumes that any applied weight is distributed evenly. Colour finishes may vary between ranges. Technical standards may vary between models.

- **Manufacturing & Delivery :**

MT undertake to effect delivery as expeditiously as possible. Delivery dates cannot be guaranteed as they may be affected by circumstances beyond our control. MT does not accept any responsibility for transport delays causing late delivery. Manufacturing times quoted are in good faith, but shall not be binding. Handling charges may be incurred for re-despatched parcels. You will be deemed to have accepted the goods unless written notice of rejection is received by us within 7 days of delivery. Shortages of goods must be notified to us within 24hours of receipt.

- **Shipping Ex Works:**

All products collected and shipped from our factory through the buyers own designated shipping agent become the property of the buyer when they leave our building and any shipping damage or lost shipments are not the responsibility of MT.

- **Website Orders :**

Orders placed via our on-line ordering system are subject to the specific terms and conditions detailed on our website. We maintain a secure order facility and cannot accept responsibility for problems arising from the use of the internet.

- **Retention of Title :**

All goods remain the property of Meditelle Ltd until paid for in full.

- **Our Rights of Access :**

You authorise us to enter any land or premises where we reasonably believe any equipment to be, in order to inspect, test, repair, replace or repossess it.

- **Force Majeure:**

The company shall be entitled to cancel or delay delivery of orders if it is delayed, hindered or prevented from manufacture/delivery through circumstances beyond its control. Such circumstances shall include (but are not limited to) industrial action, fire, act of God or failure to deliver by component suppliers or carrier

- **Copyright:**

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- **Disclaimer:**

All descriptions, specifications and particulars contained on this website are given as a guide only. All dimensions and weights quoted are approximate and specification diagrams are merely representational. As our policy is one of continuous improvement we reserve the right to change specifications, prices and designs at any time without prior notice. All colours and finishes on this website are as accurate as the reproduction process on different computer screen resolutions will allow.