

Terms & Conditions

TERMS & CONDITIONS OF SALE & SERVICE

1 DEFINITIONS

- 1.1 “Buyer” means the organisation or person who buys or agree to buy the Goods from the Seller;
- 1.2 “Customer” means the organisation or person who buys and pays for or agree to buy and pay for the Good/Services from the Seller;
- 1.3 “Buyer’s Purchase Order” means an order for Goods by the Buyer and acknowledged by the Seller in accordance with clause 2.2;
- 1.4 “Contract” means the contract between the Seller and the Buyer for the sale and purchase of Goods incorporating these Terms and Conditions;
- 1.5 “Delivery Date” means the date specified by the Seller when the goods are to be delivered;
- 1.6 “Goods” means the articles that the Buyer agrees to buy from the Seller;
- 1.7 “List Price” means the list of the prices of the Goods maintained by the Seller as amended from time to time;
- 1.8 “Price” means the price for the Goods excluding VAT (if applicable) or any analogous sales tax, carriage freight, postage or insurance costs;
- 1.9 “Seller” means Younique Healthcare Limited, 275 Halesowen Road, Cradley Heath, West Midlands, B64 6NP;
- 1.10 “Terms and Conditions” means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Seller;
- 1.11 It is expressly understood that neither the Buyer nor the Seller are consumers, as defined by the Unfair Contract Terms Act 1977;
- 1.12 Any reference to a statutory provision shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

2 CONDITIONS

- 2.1 These Terms and Conditions shall apply to all contracts for the sale of Goods by the Seller to the Buyer to the exclusion of all other terms and conditions including any terms or conditions that the Buyer may purport to apply under any purchase order, confirmation of order or similar document.
- 2.2 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Terms and Conditions and shall be accepted by means of either the Seller’s standard acknowledgement form or the Seller’s invoice.
- 2.3 Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer’s acceptance of these Terms and Conditions.

2.4 Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.

3 PRICE AND PAYMENT

3.1 The Price shall be that in the Seller's current List price, or such other price as the parties may agree in writing. The Price is exclusive of VAT or any analogous sales tax, carriage, freight, postage or insurance costs.

3.2 Payment of the Price and VAT and any other applicable costs shall be due 30 days from the date of invoice – these are Younique Healthcare Limited standard payment terms.

3.3 Interest on overdue invoices shall accrue, and be charged, from the date when payment becomes over due, on a daily basis at a rate of 2.00% per annum above the Bank Rate issued by the Bank of England – also commonly known as the Base Rate.

4 THE GOODS

4.1 The quantity and description of the Goods shall be as set out in the Buyers Purchase Order.

4.2 The Goods shall be required only to conform to the specification in the Buyer's Purchase Order.

4.3 Where Younique Healthcare has visited to provide expert assessment and quotation, the buyer indemnifies Younique Healthcare against loss upon the deliberate sharing of the property of Younique Healthcare with any individual or company outside of your own organisation. A quotation is a legally binding document and remains the property of Younique Healthcare and must not be shared with a competitive organisation.

5 THE DELIVERY OF THE GOODS

5.1 Unless otherwise agreed, delivery of the Goods shall take place at the address specified in the Buyer's Purchase Order by the Delivery Date and the Buyer shall be deemed to have accepted the Goods upon their delivery. The Buyer shall make all necessary arrangements to take delivery of the Goods whenever they are tendered for delivery.

5.2 The Delivery Date specified by the Seller is an estimate only. Time for delivery shall not be of the essence of the Contract.

5.3 If the Seller is unavailable to deliver the Goods for reasons beyond its control, then the Seller shall be entitled to place the Goods in storage until such times as delivery may be affected and the Buyer shall be liable for any expense associated with such storage.

5.4 The Buyer shall be entitled to replacement Goods where the Goods have been damaged during transportation. The Buyer must notify the Seller of the damage within 24 hours of delivery.

5.5 The Buyer shall notify the Seller of any order discrepancies within 24 hours of receipt of delivery.

5.6 Where goods supplied by the Seller have been supplied in sterile packaging, these will not be accepted back for return, unless the product is faulty. This is due to the potential risk of contamination or damage to sterile packaging/seals whilst the Goods are out of its control.

5.7 Risk shall pass on delivery of the Goods to the Buyer.

6 TITLE

6.1 The Seller warrants that it has good title to the Goods.

6.2 Title to the Goods shall not pass to the Buyer until the Seller has been paid in full for the Goods.

7 GUARANTEE

7.1 Where the Goods supplied by the Seller are found to be defective, the Seller shall repair, or in its sole discretion, replace defective Goods free of charge, subject to the following conditions:

7.1.1 The Buyer notifying the Seller of the defect within 5 days of the defect becoming apparent;

7.1.2 Such notice being served within 14 days of delivery;

7.1.3 The defect being due to the faulty materials or workmanship of the Seller.

7.2 Any Goods to be repaired or replaced shall be returned to the Seller at the Buyer's expense.

7.3 Where the Goods have been manufactured and supplied to the Seller by a third party, and warranty granted to the Seller in respect of the Goods shall be passed on to the Buyer.

7.4 Subject to the Seller's liability under Clause 6 and subject to Clause 8 the Seller shall be under no liability whatever to the Buyer for any Loss (including loss of profit), costs, damages, charges or expenses incurred by the Buyer or for any loss or damage to or caused by the Goods.

7.5 Subject to this Clause 7 and to Clause 8, all other warranties, conditions or terms whether made expressly or implied by common law or by statute relating to use, quality, and/or fitness for purpose are excluded.

8 LIMITATION OF LIABILITY

8.1 Subject to Clauses 8.2 and 8.3, in the event of any breach of these Terms and Conditions by the Seller the remedies of the Buyer shall be limited to damages which shall in no circumstances exceed the Price of the Goods.

8.2 Nothing contained in these Terms and Conditions shall be construed so as to limit or exclude the liability of the Seller for death or personal injury as a result of the Seller's negligence or that of its employees or agents.

8.3 Nothing contained in these Terms and Conditions shall be construed so as to limit or exclude the liability of the Seller for breach of the warranties contained in Clause 6 or for the breach of warranty as to title and quiet possession implied by the Sale of Goods Act 1979 where such Act applied to the Contract.

8.4 Returns

All Goods are made or adapted to order. As such, the company does not accept returns, except for faulty Goods within a statutory period of three months for wear parts and 12 months for all other components. It is the responsibility of the Customer to determine the fitness of Goods for the Customer's proposed purpose.

8.5 Assessments

Whilst we bring a wealth of expertise to assessments, our liability is to assess the suitability of the product to the intended customer for the intended use. Where we have not been involved in assessment we accept no responsibility for the suitability of the product for the user. In any case, it is always the responsibility of the customer to ensure the product is right for the intended use since we cannot know what the intended use is other than what is disclosed.

9 FORCE MAJEURE

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the party shall be entitled to a reasonable extension of its obligations.

10 SEVERANCE

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable by any Court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Condition had been agreed with the invalid illegal or unenforceable provision eliminated.

11 GOVERNING LAW AND JURISDICTION

These Terms and Conditions shall be governed by and construed in accordance with the Law of England and Wales and the parties hereby submit to the exclusive jurisdiction of the Courts of England and Wales.

TERMS AND CONDITIONS OF REPAIRS/SERVICE CONTRACTS

1.0 Estimated turnaround period

We estimate that we will normally be able to complete repairs and return the units to most mainland addresses in the UK within a quoted period of time usually in days from receipt of the unit. Where the repair requires parts to be specially ordered, this may take longer.

2.0 General

These terms and conditions do not affect your statutory rights.

INSPECTION AND ADMINISTRATION

All products received by Younique Healthcare for service, repair or investigation, shall be subject to an inspection and administration charge. Younique Healthcare reserve the right to determine whether this charge is applicable, as defined in section 5.

3.0 Warranty Repair

In-Warranty repair means a repair on a unit within 12 months of its purchase. This does not include a Non-Warranty chargeable repair. Once the Warranty has expired, all devices will be classed as Out of Warranty and all repairs are chargeable.

4.0 Non-Warranty chargeable repair

Repair of a unit that is In-Warranty but which needs to be repaired for one of the following or similar reasons will be classified as a Non-Warranty but chargeable repair:

a) Accidental damage. Accidental damage to the unit, damage caused by liquid entering the unit or other misuse due to failure of the Buyer to follow the instructions properly . The Buyer will be required to pay for spares, labour, and diagnosis along with shipping and handling charges plus VAT. These figures together with any other costs will be specified under the “quotation for chargeable repairs” procedure as set forth in this Agreement.

b) Beyond Economic Repair. Younique Healthcare reserve the right to determine if a repair is economically viable and advise accordingly if it is considered non-cost-effective to proceed. Such a determination will be based on the age of the device, its perceived value and the estimated cost of repair. This determination will be subject to our standard inspection and administration charges.

c) No Fault Found (NFF). Given below are some examples of NFF:

Failure to use the unit properly according to instructions contained within the manual and warranty terms and conditions. If the unit is identified as NFF, the Buyer will be required to pay the cost of fault-diagnosis and shipping. These figures together with any other costs will be specified under the “quotation for chargeable repairs” procedure as set forth in this Agreement.

d) Fluid Damage. Fluid damaged devices are expensive to repair as all the major components must be replaced to ensure the safe operation of the device after repair. The cost of repairs is comparable to the cost of a new device. If fluid ingress is identified, the device shall be deemed beyond economical repair.

e) If a unit is declared as In-warranty during the initial contact with Younique Healthcare 's service department and subsequently is diagnosed as misuse or accidental damage by our engineers, the Buyer is liable for all cost relating to repair and shipping.

f) Ship-Back Un-repaired Charges. If the Buyer does not wish to proceed with the repairs, the Buyer is liable to pay the diagnostic, shipping and handling charge.

g) Scrapping of Devices. The Buyer must pay either the amount as per the Invoice or the Ship back Un-repaired charges within twenty one (21) calendar days of the date of the Invoice relating to the Quotation. In case the customer fails to pay within the specified period, the Seller reserves the right to choose to either (a) return the Device to the customer without undertaking any repair services or (b) to scrap the device without further notice to the Buyer within a further thirty (30) days.

QUOTATION FOR CHARGEABLE REPAIRS.

5.0 Preliminary quote over the phone:

A preliminary quote may be given verbally based on the symptoms and warranty status described by Buyer. This is intended to assist the Buyer in his/her decision whether to place an order for repair or not. The preliminary quote will be a non-binding indicative quote which is inclusive of labour, material, VAT, handling and shipping.

6.0 Final quotation:

Upon receipt of the unit for repair, the Seller engineers will verify the warranty and fault status, after which a quotation will be raised. Repairs will not commence until the appropriate purchase order has been received. The final quotation is inclusive of all costing.

7.0 Payment Methods for chargeable repairs.

For customers requiring chargeable repairs, Purchase order is required if you do not have an account with the Seller a Pro-forma invoice will be raised. This must be settled prior to repairs commencing.

8.0 Repair warranty.

Once a repair is completed by the Seller, repair warranty will be for the remainder of the manufacturer warranty

9.0 Limitation of warranties.

Except as expressly set out in this Agreement, all conditions, warranties and other terms, whether expressed or implied, written or oral, statutory or otherwise, with respect to any goods, products or services provided hereunder, including and without limitation, as to quality, care and skill and fitness for purpose are excluded.

Bespoke items are warranted for manufacturing defect only for a period of three (3) months.

Consumable items are expressly excluded from any warranty provision.

10.0 Shipping – To Younique Healthcare Limited.

During shipping please retain your consignment number for tracking purposes.

Address to be sent to:

Younique Healthcare Limited, 275 Halesowen Road, Cradley Heath, West Midlands, B64 6NP.

11.0 Shipping – Younique Healthcare to Customer.

Our courier will make 2 attempts to deliver to the address as given by the customer. IF A “FAILURE TO DELIVER” HAS BEEN DUE TO INCORRECT ADDRESS SUPPLIED BY THE BUYER OR UNAVAILABILITY OF THE BUYER FURTHER CARRIAGE CHARGES WILL APPLY AT THE COST OF THE BUYER.

12.0 Delivery Times.

Delivery Times quoted are for most UK Mainland addresses. Deliveries to Northern Ireland, Isle of Man, Scottish Highlands and Orkney Isles, Outer Hebrides, The Shetland Isles and main land Europe will incur additional charges and may also experience delivery delays.

13.0 Risk.

Responsibility of a unit is accepted and transferred to the Buyer upon documented receipt of delivery. The unit must only be sent to the address specified and the unit must be signed for upon delivery. The Seller accepts no liability after documented delivery of the unit is confirmed.

14.0 Time Limitation for Notification of Claims.

Unless one of the following notifications is made and received within the timescales indicated, then the unit will be deemed to have been delivered satisfactorily in full working condition:

15.0 Missing, Loss and Damage in transit after repair.

If a unit arrives in a damaged condition you must inform us of the damage within 2 days from the receipt of the unit.

If you have not received in an anticipated period, please contact the Seller service department. The Seller will initiate the insurance claim process if a unit is found to be lost and/or missing in transit after dispatch.

16.0 Loss and Damage in transit.

If transport for your unit is arranged by the Seller we will notify the customer of any damage in transit. In such circumstances, we will meet the cost of any such damage by seeking claims under our insurance coverage.

If the unit is sent to the Seller directly by you it is your responsibility to have appropriate packaging and insurance coverage for any loss or damage. We will notify you of any damage in transit in such circumstances. This is the responsibility of the Buyer and after notification the Seller will await advisement before proceeding.

17.0 Service Contracts:

The Seller offers a range of versatile and cost effective service contracts designed to meet your needs for support of our products and are happy to discuss any specific requirements which you may have.

18.0 Customer responsibilities:

It is the responsibility of the Buyer to service the device under the manufacturers guidelines within the warranty period, failure to comply with this will result in the warranty cover being lost. This cannot be reinstated after the cover has been lost.

When considering specially made, customised, or bespoke items, the customer is respectfully reminded that it is the customer's or advocates responsibility to check all technical specifications available at the time of ordering as once production is in process, omissions and errors cannot be rectified without cost.

19.0 Younique Healthcare responsibilities:

It is the responsibility of the Seller to:

Carry out all work to a high standard within a 14 day turn around period.

All devices returned should be in a working clean and fit state and accepted by the Buyer.

The device should be returned with a service report which will detail, faults reported, detected and corrective actions taken including any parts used to carry out the corrective action.

When considering specially made, customised, or bespoke items, we will ensure that all available information is made available upon request at the time of ordering. Younique Healthcare nor any associates, subsidiary or group company accepts liability for same once the order is confirmed. Younique Healthcare will take all reasonable care to ensure the product is correct at the time of delivery based on assessments and information available at the time of manufacture.

Regrettably products that become unsuitable after use or delivery due to any external factors whatsoever cannot be rectified without cost.

Younique Healthcare operates an ethical business for mutual benefit and will endeavour to offer the least cost but most clinically effective rectification in the event of any after manufacture changes.

20.0 Damage.

Devices are not covered for damage including accidental damage. This includes drop failures, crushing, fluid ingress, chemical damage, fire damage or misuse (this list is not exhaustive the Seller reserves the right to decide upon inspection if a device has been subject to conditions outside of its normal operating parameters) on detection that a problem has developed due to damage approval by the Buyer will be requested in the form of a purchase order and repair will commence upon receipt of the order.

CONTAMINATED GOODS

PLEASE NOTE – ALL GOODS TO BE RETURNED TO YOUNIQUE HEALTHCARE LIMITED MUST HAVE BEEN DECONTAMINATED PRIOR TO RETURN. YOUNIQUE HEALTHCARE LIMITED WILL NOT ACCEPT CONTAMINATED GOODS UNDER ANY CIRCUMSTANCES.

WASTE ELECTRICAL AND ELECTRONIC EQUIPMENT (WEEE) AND WASTE BATTERIES

YOUNIQUE HEALTHCARE Ltd DO NOT ACCEPT RESPONSIBILITY FOR THE DISPOSAL OF CUSTOMER'S WEEE AND BATTERIES WHEN THEY COME TO THE END OF THEIR USEABLE LIFE. BUSINESS CUSTOMERS ARE REQUIRED TO DISPOSE OF WEEE AND BATTERIES IN ACCORDANCE WITH THE WASTE ELECTRICAL AND ELECTRONIC EQUIPMENT REGULATIONS IN RELATION TO THE TREATMENT, RECYCLING AND RECOVERY AND ENVIRONMENTALLY SOUND DISPOSAL OF WEEE.

These terms and conditions apply to all products any variation (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing.