1. Definitions
In these Conditions:

"Buyer" means the person, firm, company or authority to which Materials are supplied subject to these Conditions.

"Company" means Becton, Dickinson U.K. Limited, company number 852702.

"Conditions" means these terms and conditions.

"Contract" means the contract between the Company and the Buyer for the sale and purchase of Materials in accordance with these Conditions.

"Goods" means equipment, consumables, spare parts or other goods supplied by the Company to the Buyer on the basis of these Conditions.

"Specification" means any specification modifying the Company's goods to which the Company expressly agrees in writing.

2. Basis of Contract
These Conditions shall apply to and be incorporated into all contracts for the sale of goods or services by the Company to the Buyer, except to the extent there is another signed written agreement between the parties whose terms are clearly intended to prevail over the terms set out herein. All other terms and conditions are excluded, including any terms and conditions which the Buyer may purport to apply under any purchase order or similar document or which could be implied by trade custom, practice or course of dealing.

2.1 An order for Materials establishes an offer by the Buyer to purchase Materials pursuant to these Conditions, and the Buyer is bound by the offer on or before the date the offer is accepted by the Company. The Company shall have the right to accept the offer out in the order by dispatching the Goods to the Buyer or commencing the performance of Services, at which point the Contract shall come into existence.

2.2 An order for Materials constitutes an offer by the Buyer to purchase Materials pursuant to these Conditions. The Buyer shall be bound by the offer on the date the offer is accepted by the Company, unless the Company holds the proceeds on trust for the Company.

2.3 Any variation to these Conditions (including any special terms agreed between the Buyer and the Company) will not be binding upon the Company unless agreed in writing by the Company. Subject to Clause 4.2, no particular, statements or descriptions, whether contained in any advertising material, catalogues, brochures, price lists or otherwise provided by the Company concerning the Materials, nor any oral representation of the Company, nor any agent or person acting on behalf of the Company shall form part of the Contract or these Conditions or be treated as a representation on the part of the Company. Where the Company issues a quotation for goods or issues a price list for goods it shall not constitute an offer.

3. Cancellation
3.1 The Contract may not be cancelled by the Buyer except with the written consent of the Company.

3.2 The Company, at its option, may cancel the Contract without liability by serving written notice to the Buyer in the event that it becomes illegal under the laws of any applicable jurisdiction for the Company to supply the Materials to the Buyer.

4. Goods and Services
4.1 The Materials are described in the Company's applicable published materials, as modified by any applicable Specification. Services shall be provided with reasonable skill and care.

4.2 Where Materials are produced to a Specification requested by the Buyer, the Buyer shall indemnify the Company against all liabilities, costs, expenses, damages and losses suffered or incurred by the Company in connection with any claim made against the Company for infringement of a third party's intellectual property rights arising out of or in connection with the Company's use of the Specification.

4.3 The Company reserves the right to alter or vary Materials (including any Specification) if required by any applicable statutory or regulatory requirements.

5. Prices and Minimum Order Values
5.1 Prices, unless specified separately, will be those quoted in the Price List in force at the date the relevant Materials are dispatched and are subject to variation by the Company without notice prior to the dispatch of the relevant Goods. Additional delivery charges may be applicable for certain Goods and will be shown in the Price List or otherwise communicated by the Company. All prices are exclusive of value added tax (VAT). The Buyer shall, on receipt of a valid VAT invoice from the Company, pay to the Company such additional amounts in respect of VAT as are payable.

5.2 Where the Buyer orders less than the minimum order quantity for any Goods specified in the Price List, the Company may refuse to accept such order.

6. Payment
6.1 The Company shall invoice the Buyer on dispatch of the Goods or commencement of performance of the Services. The Buyer shall pay the invoice in full and in cleared funds not later than thirty (30) days from the date of the invoice. An order shall not be accepted by The Company unless, at the date of the invoice, the Buyer holds the proceeds on trust for the Company.

6.2 An order for Materials constitutes an offer by the Buyer to purchase Materials pursuant to these Conditions, and the Buyer is bound by the offer on the date the offer is accepted by the Company. The Company shall have the right to accept the offer out in the order by dispatching the Goods to the Buyer or commencing the performance of Services, at which point the Contract shall come into existence.

6.3 Any variation to these Conditions (including any special terms agreed between the Buyer and the Company) will not be binding upon the Company unless agreed in writing by the Company. Subject to Clause 4.2, no particular, statements or descriptions, whether contained in any advertising material, catalogues, brochures, price lists or otherwise provided by the Company concerning the Materials, nor any oral representation of the Company, nor any agent or person acting on behalf of the Company shall form part of the Contract or these Conditions or be treated as a representation on the part of the Company. Where the Company issues a quotation for goods or issues a price list for goods it shall not constitute an offer.

7. Acceptance
7.1 Prices, unless specified separately, will be those quoted in the Price List in force at the date the relevant Materials are dispatched and are subject to variation by the Company without notice prior to the dispatch of the relevant Goods. Additional delivery charges may be applicable for certain Goods and will be shown in the Price List or otherwise communicated by the Company. All prices are exclusive of value added tax (VAT). The Buyer shall, on receipt of a valid VAT invoice from the Company, pay to the Company such additional amounts in respect of VAT as are payable.

7.2 Times or dates quoted by the Company for delivery of Materials are intended as estimates only and time shall not be of the essence. The Company shall not be liable in any way for any direct or indirect loss, damage or expense (including loss of profits and liability to third parties) suffered as a result of any delay in delivery of Materials or the provision or security for payment by the Buyer in a form acceptable to the Company. The Company will notify the Buyer of this requirement.

7.3 Terms of Dispatch and Delivery
7.1 Goods will be delivered CPT (as defined by Incoterms 2010) to the address in the United Kingdom as notified to the Company on the purchase order or as notified to the Company by the Buyer when the Buyer places the order and confirmed by the Company.

7.2 The Company reserves the right to deliver Goods by instalments in any sequence and to tender a separate invoice in respect of each instalment. Where Goods are delivered by instalments, the original Company and Buyer agreement may be represented by one invoice only or may be split into separate invoices. Where Goods are delivered by instalments, the Company shall be entitled to be paid for such instalments by the Buyer.

8. Acceptance
8.1 On receipt of the Goods the Buyer shall immediately inspect and examine the Goods, within ten (10) days of delivery and give notice in writing to the Company of any alleged shortage or damage. The Buyer shall be deemed to have accepted Goods unless written notice of rejection is served on the Company within ten (10) days of the date of delivery. After acceptance the Buyer shall not be entitled to reject any Goods which are alleged to be defective or damaged.

8.2 The Buyer shall permit the Company to inspect any Goods alleged to be defective or damaged or any cases or packs in any consignment where shortage is alleged to have occurred and, if so requested by the Company, the Buyer shall return the same to the Company.

8.3 As soon as the Buyer becomes aware of any shortage or damage to the Goods, the Buyer shall notify the Company in writing as soon as reasonably practicable, and pay the balance of the invoice which is not in dispute by the Due Date for payment in accordance with this Clause 6.2. If the Buyer fails to pay the invoice when due, the Company may hold the proceeds on trust for the Company.

9. Return of Goods to the Company
9.1 No Goods will be accepted for return unless accompanied by the Company’s “Application for Customer Return of Product Form” available on request from the Company. Such Goods must be the Buyer’s responsibility to transport. The cost of transport, and any other applicable charges, shall be for the Buyer’s account.

9.2 Goods returned at the Company’s expense shall be securely packed in their original shipping cartons. The transit risk in all Goods returned to the Company is at the risk and expense of the Buyer. The Buyer shall notify the Company immediately upon receipt of the Goods returned in accordance with this Clause 9.2. The Buyer shall pay to the Company all costs and expenses incurred in connection with the return of Goods.

10. Property and risk
10.1 For the purposes of this Clause 10.1, “Delivery” shall take place when the Goods are delivered to the buyer. Risk in the Goods shall pass to the Buyer on Delivery. Property in the Goods shall pass to the Buyer on Delivery.

10.2 While property in the Goods remains with the Company, the Buyer must return the Goods to the Company at its request at Buyer’s own expense.

10.3 The Buyer, at all times, shall hold the Goods on a fiduciary basis only and as bailee for the Company. The Buyer shall: (a) hold the Goods on a fiduciary basis only and as bailee for the Company; (b) store the Goods in good order and condition and keep the Goods separate from any other goods of the Buyer; (c) insure the Goods to their full value; and (d) hold the proceeds on trust for the Company.

10.4 The Buyer shall not be entitled to sell the Goods or part of the Goods without the prior written consent of the Company. The Buyer shall not sell the Goods or part of the Goods, nor deal with, sell, part with possession of, or otherwise dispose of the Goods until title to them has passed to the Buyer pursuant to Clause 10.1.

10.5 The Buyer, before title to the Goods passes to the Buyer, shall not reject any part of the Goods. The Buyer is not entitled to reject any part of the Goods if the Buyer has a statutory ground to reject the Goods, subject to Clause 10.1.

10.6 The Company reserves the right to sell the Goods in the ordinary course of its business, but may not otherwise deal with, sell, part with possession of, or otherwise dispose of the Goods, or any part thereof, without the prior written consent of the Company, except in accordance with this Clause 10.6.

10.7 The Company reserves the right to sell the Goods in the ordinary course of its business, but may not otherwise deal with, sell, part with possession of, or otherwise dispose of the Goods, or any part thereof, without the prior written consent of the Company, except in accordance with this Clause 10.7.

10.8 Any sale by the Buyer permitted by Clause 10.2 shall, as between the Buyer and its customer, be treated by the Buyer as a transaction for the account of the Company and not for the account of the Buyer. The Buyer shall have a fiduciary duty to account to the Company for the proceeds of any such sale up to the full amount outstanding to the Company, and pending such accounting shall hold the proceeds on trust for the Company.
11. Default by the Buyer

11.1. If the Buyer becomes subject to any of the “Default Events” listed in Clause 11.2, or the Company reasonably believes that the Buyer is about to become subject to any of them, and notifies the Buyer accordingly, then, without limiting any other right or remedy available to the Company, the Company may cancel or suspend all further deliveries under the Contract or any other contract between the Company and the Buyer, and without prejudice to any other liability to the Buyer, and all outstanding sums in respect of Materials delivered to the Buyer shall become immediately due and payable.

11.2. Each of the following is a “Default Event”: (a) the Buyer fails to pay for Materials in accordance with Clause 6; (b) the Buyer fails to pay any other debt due and payable to the Company by the relevant due date; (c) the Buyer commits a material breach of these Conditions or the Contract (and for the avoidance of doubt, any breach of Clauses 6, 13 and 20 will be considered a material breach); (d) any distress or execution is levied upon any of the Buyer’s goods; (e) a petition is presented, order made, meeting convened, resolution passed or any step is taken by any person (including the Company) with a view to the wounding up (whether solvent or insolvent) of the Buyer, or the Buyer becomes (or any material part of its business is) placed in liquidation, or a receiver or manager or supervisor is appointed over any material part of its business or its assets; (f) the Buyer stops or suspends or threatens to suspend payment of all or a material part of its debts, or is unable to pay its debts, or is deemed unable to do so under section 123 of the Insolvency Act 1986 or any analogous legislation in any jurisdiction.

11.3. Termination of a Contract, however arising, shall not affect any of the parties’ rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

12. Limitation of Liability

12.1. Nothing in a Contract or these Conditions shall restrict or exclude the Company’s liability: (a) for death or personal injury caused by negligence; (b) arising under Section 2 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982; or (c) any other liability of the Company which may not be lawfully excluded or limited.

12.2. Subject to Clauses 8 and 12.1, the provisions of this Clause 12 set out the entire liability of the Company (including any liability for the acts or omissions of its employees, officers, agents and sub-contractors) to the Buyer under or in connection with a Contract, including for any representation, breach of the Contract act or omission (including negligence), and any Materials supplied by the Company in connection with a Contract.

12.3. Subject to Clause 12.1, the Company shall not be liable to the Buyer for any: (a) loss of profit, business, revenue, anticipated savings or goodwill, in each case whether direct or indirect; or (b) any special, indirect or consequential loss or damage (including business interruption).

12.4. Subject to Clause 12.1, the Company’s total liability arising under or in connection with a Contract, or its contemplated performance, shall be limited to the Contract price.

12.5. In respect of any limitation of liability in Clauses 12.1 to 12.4 shall be construed as a separate and independent exclusion. If any exclusion is found by a court or competent authority of any jurisdiction to be void or unenforceable, the parties shall negotiate in good faith to replace such void exclusion with a valid exclusion which, as far as possible, has the same legal and commercial effect as that which it has replaced, and the legality, validity and enforceability of the remainder of these Conditions in that jurisdiction shall not be affected.

13. Trade Compliance

13.1. The Company and the Buyer agree to comply fully with all applicable laws, including but not limited to export control laws, governing trans-border sales, re-sales, shipments and transfers of Goods. The Company’s obligation to supply Goods is contingent upon receiving any required governmental authorisations.

13.2. If a licence or consent of any government or other authority is required for the acquisition or sale of Goods, the Buyer shall obtain the licence and consent at its own expense and risk, and the Company shall not be liable for any delay or loss or damage arising directly or indirectly through or in consequence of such Force Majeure.

13.3. “Force Majeure” means any event or circumstance not within the reasonable control of the Company, including, without limitation to the generality of the foregoing, industrial action, war, government action reasonably believes that the Buyer is about to become subject to any of them, and notifies the Company accordingly, then, without limiting any other right or remedy available to the Company, the Company or the Buyer may terminate a Contract if an event of Force Majeure continues for a period of six (6) months.

16. Intellectual Property and Data Protection

16.1. Unless otherwise agreed in writing, all Goods may be re-sold or re-sold by the Buyer only in the packages in which the Goods were supplied by the Company and in no case may any trade mark other than the trade mark carried by the Goods at the time of delivery be marked on or applied in relation to the Goods by the Buyer.

16.2. No right or licence is granted under the Contract to the Buyer under any patent, trade mark, copyright, design or patent or any other intellectual property right to reproduce or make or sell the Goods.

16.3. The Company collects, uses and discloses personal data for purposes connected with the Contract, e.g. administrative and credit payments. Data is disclosed to entities outside the Contract by law or is unable to pay its debts, or is deemed unable to do so under section 123 of the Insolvency Act 1986 or any analogous legislation in any jurisdiction.

17. Notices

17.1. Any notice required or permitted to be given pursuant to these Conditions shall be in writing and served by special delivery or by hand. The Buyer shall serve any such notice on the Company at the Company’s registered office or as detailed on invoices or such other address as the Company may from time to time notify to the Buyer. The Company may serve any such notice on the Buyer at the address notified to the Company or in default of notification to the address from which Materials were ordered or if the Buyer is a company at the Buyer’s registered office.

17.2. A properly addressed notice sent by special delivery shall be deemed to have been given two days after the date of posting. A properly addressed notice served by hand shall be deemed to have been given upon delivery at the relevant address if it is delivered no later than 17.00 hrs on a business day or at any time on a day which is not a business day, at 08.00 hours on the next business day.

18. Relationship of the parties

18.1. Nothing in these Conditions shall constitute or be deemed to constitute a partnership between the parties, nor, except as expressly provided, shall it constitute or be deemed to constitute any party the agent of any other party for any purpose.

18.2. Subject to any express provisions to the contrary in these Conditions, the Buyer shall have no right or authority to and shall not do any act, enter into any contract, make any representation, give any warranty, incur any liability, or assume any obligation, whether express or implied, of any kind on behalf of the Company or bind the Company in any way.

19. Assignment

19.1. The Buyer may not assign, sub-contract or in any way dispose of its rights and obligations under a Contract except with the prior written consent of the Company.

19.2. The Company may at any time assign, transfer, mortgage, charge, sub-contract or deal in any other manner with or alienate any of its rights or obligations under a Contract.

20. Entrepôt Agreement

20.1. Without prejudice to the generality of Clause 2, each Contract constitutes the whole agreement between the parties relating to the subject matter of that Contract and supersedes any prior negotiations, undertakings, representations and arrangements of any nature, whether in writing or oral, relating to such subject matter.

20.2. By making an offer in accordance with Clause 2.2, the Buyer acknowledges that it has not been induced to enter into a Contract by any representation or warranty other than those contained in these Conditions, and agrees that it shall have no remedy in respect of any such representation or warranty except in the case of fraud.

20.3. As set out in these Conditions, in no way shall the introduction of any additional terms and conditions, be effective unless it is in writing and signed by an authorised representative of the Company.

20.4. All Contracts shall be non-exclusive and shall not confer any distribution or agency rights unless otherwise specifically agreed in writing.

21. Miscellaneous Provisions relating to these Conditions

21.1. Any term of these Conditions which is or may be void or unenforceable shall to the extent of such invalidity or unenforceability be deemed severable and shall not affect any other provisions hereof.

21.2. A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. Subject to Clause 8.1, the Company or any agent or sub-contractor of the Company is not liable for the sale of any Goods. The Company shall not be deemed to have waived a breach of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

21.3. Except as set out in these Conditions, in no way shall the introduction of any additional or sub-contracting, warranties or representations, warranties and arrangements of any nature, whether in writing or oral, relating to such subject matter.

21.4. By making an offer in accordance with Clause 2.2, the Buyer acknowledges that it has not been induced to enter into a Contract by any representation or warranty other than those contained in these Conditions, and agrees that it shall have no remedy in respect of any such representation or warranty except in the case of fraud.

21.5. Any term of these Conditions which is or may be void or unenforceable shall to the extent of such invalidity or unenforceability be deemed severable and shall not affect any other provisions hereof.

21.6. A person who is not a party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract or these Conditions.

21.7. The Company may, at any time and for any reason, all access personal data that the Company holds and to update or amend any personal data. For further information, please contact the Company.