

Jatinder Padda
ABS UK
ADD 1

8 April 2013

RE: Project Reference : ALED

Quote Prepared By: Katie Stogdale
Brandon Sales Contact: Brian Zealey

Dear Jatinder

Thank you for your enquiry. Please find attached a Brandon Medical quotation for ALED in the sum of **8,208.80 GBP inc VAT**. For your information, we have attached our itemised quotation for this project.

I hope this quotation meets with your approval and I look forward to working with you on this project. If you have any queries, please do not hesitate to contact us via email or telephone.

Should you wish to progress with this quotation, please send a purchase order to orders@brandon-medical.com or fax +44 (0)113 272 8844, quoting the reference 0000052693

Yours sincerely

Brian Zealey
Brandon Medical

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Quotation Number :0000052693 - 08/04/2013

Jatinder Padda
ABS UK
ADD 1

Tel :
Fax:
Email: jatinder.padda@absuk.org

Project Reference : ALED
Customer Quote Ref :
Quote Prepared By : Katie Stogdale
Brandon Sales Contact : Brian Zealey
Lead Time : 2 - 4 Weeks
Quote Validity : 30 Days

Item	Part Number	Part Description	Qty	Price (Each)	Net Price		Item Total
1	ALED10RCJ	ASTRALITE HD LED MINOR SURG CEILING LAMP (ALED10RCJ)	3	1,975.69000	0.00000	1,975.69000	5,927.07000
2	13309	CAVITY SPACER KIT 975MM ADJ (13309) OPTIONAL	3	230.10000	0.00000	230.10000	690.30000
3	13326	FASTENER KIT M10 (13326) OPTIONAL	3	11.10000	0.00000	11.10000	33.30000
4		Packing and Carriage UK	1	190.00000	0.00000	190.00000	190.00000
5		*** PACKING AND CARRIAGE COST INCLUDES £55 FOR OPTIONAL ITEMS ***					

- This quotation is subject to the attached Brandon Medical Conditions of Sale, unless variations are specifically agreed in writing.
- UK Value Added Tax will be charged at the prevailing rate, as shown, unless the customer is exempt by merit of location or special exemption certificate.
- Delivery Lead Time is quoted based upon current stock levels at the time of quotation and is subject to change on confirmation of order.
- **Payment Terms:** Offers of credit are provisional and subject to credit checks, the receipt of a valid credit application and subsequent approval of the credit facility.

Net Amount	6,840.67
Total Tax	1,368.13
Total Gross	8,208.80

Currency	GBP
Payment Terms	Proforma Invoice by TT

Brandon Medical Conditions of Sale

- (1) General: All tenders and quotations are submitted by us and all orders accepted by us solely upon and subject to the following terms and conditions which shall be deemed to be incorporated in any Contract between us to the exclusion of all other terms and conditions except such (if any) as are specifically accepted by us in writing.
- (2) Information: All tenders and quotations are made and orders accepted on the basis of the information supplied to us by the customer. In the event of such information proving insufficient or inaccurate, we reserve the right to cancel the contract or to increase the price tendered or agreed to such an extent as we may deem appropriate.
- (3) Limits of Contracts: Tenders and quotations submitted and orders accepted include only such goods, accessories, and work as are specified or referred to therein. No variation shall be binding on us unless the same shall be agreed in writing between us and the customer.
- (4) Drawing and Particulars:
- (a) All descriptions, specifications, drawings, and particulars of weights and dimensions submitted with tenders are within accepted trade tolerances. Descriptions and illustrations contained in our catalogues and other advertisement matter are based on experience, are approximate only and form no part of the contract.
- (b) If any statement or representation has been made to the customer otherwise than as set out in the documents enclosed with our quotation upon which the customer relies, the customer must set out the statement or representation in a document to be endorsed with its order in which case we clarify the statement or representation and submit a new quotation.
- (5) Tests: All items of our own manufacture are inspected and, where practicable, submitted to our standard tests at our works before despatch. If special tests, or test in the presence of the customer or his representative are required, then unless otherwise agreed, must be made at our works and will be charged for extra. In the event of any delay on the customer's part in attending such tests after seven days notice that we are ready, the tests will proceed in his absence, and shall be deemed to have been made in his presence and the results thereof to have his approval.
- (6) Delivery:
- (a) Any time quoted for delivery is to date from receipt by us of a written order to proceed and of all necessary information, drawings, signed approval prints and sample components where these are required by us to put the work in hand.
- (b) Time for delivery is given as accurately as possible but is not guaranteed.
- (c) The customer shall have no right to refuse to take delivery of goods earlier than the time quoted.
- (d) The customer shall have no right to damages nor to cancel the order for failure for any cause beyond our responsible control to meet any delivery time stated and, in particular, resulting from our being delayed by instructions or lack of instructions or faulty information from the customer, or by industrial dispute, shortage of or defective materials, or by any other cause whatsoever beyond our control.
- (7) Price: All prices quoted are for delivery at our works and are subject to fluctuation in the cost of labour, materials and overheads. Any increase in such costs during the period of production may be added to the quoted price but any prices quoted by us will be maintained for thirty days (errors and omissions expected) from date of quotation. The customer will pay the costs of packing and carriage for delivery. All packing and cases are non-returnable.
- (8) Terms of Trade:
- (a) Terms of payment shall be strictly adhered to.
- (b) The gross value of invoices submitted to the customer shall be payable within thirty days of the end of the month of the date on our invoice, unless an alternative payment period is agreed in writing between ourselves and the customer.
- (c) Any amount unpaid by due date will, without prior formal notice, rightfully generate interest calculated under the Late Payment of Commercial Debts (interest) Act 1998 at the rate of 8.5% over base rate.
- (d) Our payment terms, as a condition of sale supersedes any buyers terms.
- (e) Discounts stated on our invoice are conditional upon adherence to our payment terms. Any discounts allowed will be revoked in the event of breach of our payment terms and become payable.
- (f) No early settlement discount may be taken unless agreed in writing by us.
- (g) Vat is chargeable at the prevailing rate in all cases, unless the customer is exempt by merit of location or special exemption certificate.
- (h) Failure to pay an invoice by the due date authorises the supplier, without prejudice to any rights or actions of same, to suspend delivery until full payment is received for all outstanding invoices and to cancel any orders being processed.
- (i) Where this payment is made by credit card, this will be subject to additional credit card charges of 2.5%.
- (9) Cancellation of an order or part of an order cannot be accepted, nor goods returned for credit, unless previously agreed to in writing by us. Where cancellation is agreed to we reserve the right to charge the customer the amount of any losses or the expense incurred or material used and a reasonable allowance for overhead charges and loss of profit. In any event the minimum cancellation charge shall be 30% of the gross product price before discounts. In the event of delay in or suspension of work on an order by the customer's instructions or lack of instructions, faulty information or any cause beyond our control, the contract price shall be increased to cover any extra expense thereby incurred by us.
- (10) Variation in Quantity : Where goods are produced to the special requirements of the customer every endeavour will be made by us to deliver the quantity ordered but the customer acknowledges that we have the right to make deliveries of the goods in quantities plus or minus five percent of the quantity of each category of goods ordered provided never-the-less that the contract shall be adjusted pro-rata accordingly.
- (11) Guarantee: Subject to the other provisions these conditions:
- (a) The Conditions and Warranties contained in Sections 12 to 15 of the Sale of Goods Act 1893 are to be implied into the contract.
- (b) The customer shall have no claim or set-off in respect of shortages or defects apparent on inspection unless:-
- (i) the customer inspects the goods supplied immediately on arrival at the customer's premises or the designated delivery location.
- (ii) A written complaint is sent to us within seven days of the arrival of the goods at the customer's premises or designated delivery location, specifying the nature of the shortage or defect and a written complaint is sent to the carrier within three days of delivery or such longer period as the carrier's conditions permit.
- (iii) We are given an opportunity to inspect the goods before any use is made of them or any alteration is made thereto.
- (c) The customer shall not be entitled to any claim or set-off in respect of any repairs or alterations undertaken by the customer without our consent.
- (d) The customer shall have no claim or set-off in respect of defects not apparent on inspection unless a written complaint is sent to us as soon as the defect is noticed and in any event within twelve months of the date of delivery by us to the customer and provided that no use is made of the goods or alterations made thereto by the customer before we are given an opportunity to inspect them.
- (e) In the event of the condition of the goods being such as would (apart from this clause) entitle the customer to repudiate this contract or claim damages the customer shall not then do so but shall first ask us to supply satisfactory substitute goods and we shall thereupon be entitled to take back the defective goods and supply satisfactory substitute goods free of charge and within a reasonable time. If we supply satisfactory substitute goods the customer shall be bound to accept such goods and we shall be under no liability in respect of any loss or damage whatsoever arising from the initial delivery of the defective goods from the delay before the substitute goods are delivered.
- (f) Where under this condition we are entitled to inspect the goods we shall perform such inspection within ten days of receiving notice of any claim and the customer shall take all necessary steps to enable us to do so.
- (g) Under no circumstances whatsoever shall we be liable in respect of any consequential loss, liquidated damages, loss of profit or any other indirect costs.
- (h) Warranties are subject to the goods in question having been paid for in full.
- (12) Title of Goods:
- (a) Brandon Medical Company Limited shall retain title to any goods supplied until such time as the goods in question have been paid for in full.
- (b) Under no circumstance can title to the goods supplied be passed to any third party unless by written agreement between the customer and Brandon Medical Company Limited.
- (13) Law Applicable: All contracts are deemed to be entered into in England and shall be governed and construed in accordance with English Law.