

JENX LIMITED trading as JIRAFFE (Company No. 1808921) ("Jiraffe")
Conditions of sale

General

1. In these conditions: "**Buyer**" means the person, firm or company who purchases the Goods from Jiraffe; "**Contract**" means any contract between Jiraffe and the Buyer for the sale and purchase of the Goods, incorporating these conditions and the Quote Form; "**Delivery Location**" means the delivery location specified in the Quote Form; "**Goods**" means the goods agreed in the Contract to be supplied by Jiraffe to the Buyer; "**Intellectual Property Rights**" means all patents, rights to inventions, utility models, copyright and related rights, trade marks, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world and Intellectual Property Right means any one of the Intellectual Property Rights. "**Quote Form**" means the quotation provided by Jiraffe which refers to these Conditions
2. The Goods are medical devices and are sold on the understanding that they will be prescribed, used, issued and maintained by the Buyer in line with current national device management guidelines (including any instructions for use).
3. The Contract shall be on these conditions to the exclusion of all other terms and conditions (including any terms and conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document). No addition or variation from these conditions shall be made unless agreed in writing by Jiraffe. Orders will be only accepted by fax, post or email unless agreed by Jiraffe.
4. Jiraffe reserves the right to change the design, specification, colours and any range in relation to the Goods as it sees fit. This is subject to any prior agreement with the Buyer not to be unreasonably withheld or delayed.
5. Jiraffe may, by giving notice to the Buyer at any time up to 14 days before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to: (i) any factor beyond Jiraffe's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs); (ii) any request by the Buyer to change the specification of the Goods; or (iii) any delay caused by any instructions of the Buyer or failure of the Buyer to give Jiraffe adequate or accurate information or instructions and if any such notice is given the Buyer shall have the right to terminate the Contract by serving written notice on Jiraffe prior to the delivery date.



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Basis of sale

6. The Buyer acknowledges that the suitability of the Goods is its sole responsibility and the Buyer confirms that all specifications and details regarding the Goods provided by it to Jiraffe were complete and accurate as at the date of the Contract and the Buyer acknowledges that Jiraffe shall have no liability to the Buyer to the extent that any specifications or details provided by it to Jiraffe are or become inaccurate or incomplete.
7. The advice and recommendations made by representatives of Jiraffe relating to the Goods will not be binding unless confirmed in writing by Jiraffe.
8. Every effort is made to ensure the accuracy of brochures and promotional literature but all such material is issued or published for the sole purpose of giving an approximate idea of the Goods described by them. They shall not form part of the Contract and this is not a sale by sample. Subject to condition 31 Jiraffe shall not be liable for any loss, or costs suffered by any material being inaccurate.

Delivery

9. Unless otherwise agreed in writing by Jiraffe, delivery of the Goods shall take place on the arrival of the Goods at the Delivery Location.
10. If the Contract provides for delivery by instalments each delivery is treated as a separate contract to which the terms and

conditions hereof shall apply. This condition shall in no way effect the Buyer's right to suspend or terminate the Contract, or any instalment thereof.

11. While Jiraffe shall make all reasonable effort to keep to any stated delivery date, it accepts no liability for any delays and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.
12. Jiraffe will accept no claim for loss, damage or short delivery unless made within 30 days of receipt of the Goods.
13. Goods may not be returned without the prior written agreement of Jiraffe.

Charges for Supplying Goods

14. The price and cost of delivery of the Goods (plus any additional charges) are set out in the Quote Form. No variation of such charges is permitted unless otherwise changed by the agreement of Jiraffe and the Buyer in writing.
15. All charges quoted are exclusive of any applicable value added tax, for which the Buyer will be liable in addition when it is due to pay for the Goods.
16. The cost of delivery is included in the price of the Goods delivered to a Delivery Location in the British mainland, excluding the Scottish Highlands and certain other postcodes where a surcharge is applicable, details of which will be set out in the Quote Form.



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replace this with a new model of a similar quality and price.

Warranty

17. Jiraffe warrants that for the period of 24 months following delivery the Goods will be free from defects in material and workmanship. Jiraffe undertakes (subject to conditions 18 and 19) at its sole option, to repair or replace Goods which are found to be defective as a result of faulty materials or workmanship discovered within 24 months of delivery.
18. Jiraffe shall not be liable for a breach of the warranty contained in condition 17 unless (i) the Buyer gives written notice of the defect to Jiraffe within 7 days of the time when the Buyer discovers or ought to have discovered the defect; and (ii) after receiving the notice, Jiraffe is given a reasonable opportunity of examining such Goods at the Delivery Location.
19. Jiraffe shall not be liable for a breach of warranty in condition 17 if: (i) the Buyer makes any further use of such Goods after giving notice pursuant to condition 18; (ii) the damage or defect arises because the Buyer failed to follow Jiraffe's oral or written instructions as to the storage, use, care or maintenance of the Goods; or (iii) the Buyer alters or repairs such Goods without the written consent of Jiraffe.
20. In the event of the Goods or parts being returned where a certain model has been discontinued, Jiraffe reserves the right to

Risk and property

21. All risk will pass from Jiraffe to the Buyer on delivery of the Goods.
22. Ownership of the Goods shall not pass to the Buyer until Jiraffe has received in full all sums due to it in respect of the Goods and all other sums which are or which become due to Jiraffe from the Buyer on any account.
23. Until ownership of the Goods has passed to the Buyer: (i) the Buyer shall hold the Goods on a fiduciary basis as Jiraffe's bailee and shall maintain the Goods in satisfactory condition and keep them insured on Jiraffe's behalf for their full price against all risks to the reasonable satisfaction of Jiraffe; (ii) Jiraffe shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from Jiraffe; (iii) The Buyer's right to possession of the Goods shall terminate immediately if any acts or proceedings are commenced relating to the insolvency or possible insolvency of the Buyer or if the Buyer fails to observe or perform any of its obligations under the Contract or any other contact between Jiraffe and the Buyer; and (iv) The Buyer grants Jiraffe, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them or where the Buyer's right to possession has terminated, to recover them.



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Buyer from Jiraffe or a manufacturer distributing via Jiraffe shall belong to Jiraffe or the manufacturer.

Terms of payment

24. Subject to conditions 25 and 26, Jiraffe may invoice the Buyer for the Goods on or at any time after completion of delivery and the Buyer shall pay the invoice in full within 30 days of the date of the invoice, unless otherwise agreed in writing prior to delivery of the order by Jiraffe and the Buyer. Time for payment shall be of the essence of the Contract. 25. Jiraffe reserves the right to require payment of all charges in relation to the Goods before delivery.
26. Jiraffe is entitled to withdraw credit or a credit account at any time and make a demand for payment.
27. Jiraffe has the right to suspend all or any other deliveries of Goods if these terms are not kept. If the Buyer fails to pay Jiraffe any sum due pursuant to the Contract, the Buyer shall be liable to pay interest to Jiraffe on such sum from the due date for payment at the annual rate of 4% above the base rate of Royal Bank of Scotland from time to time, accruing on a daily basis until payment is made, whether before or after any judgment. Jiraffe reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1988.

Intellectual Property Rights

28. All Intellectual Property Rights in relation to the name of Jiraffe or any of its products or any designs in the Goods produced for the

29. The Buyer shall be liable for the consequences as a result of any Intellectual Property Right infringement or any other infringement of a third party's rights resulting from the Buyer's specification or use of any of the Goods. The Buyer in these cases shall fully indemnify Jiraffe in respect of all costs, charges and expenses incurred by Jiraffe as a result of any such infringement or alleged infringement.

Limitation on Liability

30. Subject to conditions 12 and 17, the following provisions set out the entire financial liability of Jiraffe (including any liability for the acts or omissions of its employees, agents or sub-contractors) to the Buyer in respect of (i) any breach of these conditions; or (ii) any use made by the Buyer of any of the Goods; or (iii) any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
31. All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.
32. Nothing in these conditions excludes or limits the liability of Jiraffe: (i) for death or personal



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injury caused by Jiraffe's negligence; or (ii) under section 2(3) of the Consumer Protection Act 1987; or (iii) for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or (iv) for fraud or fraudulent misrepresentation.

33. Subject to condition 32 Jiraffe's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract is limited to 100% of the applicable charges paid for the Goods.

General

34. In these conditions, the following rules apply: (i) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality); (ii)

reference to a party includes its personal representatives, successors or permitted assigns; (iii) reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted; (iv) any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and (v) a reference to writing or written includes faxes and e-mails.

Law

35. The Contract shall be governed exclusively according to the laws of England and in case of dispute the courts of England shall have exclusive jurisdiction.



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