

The following Terms and Conditions apply to all products available from TSG Associates LLP. The placement of an order by any means indicates your acceptance of these Terms and Conditions. We recommend that you read these carefully and print a copy for future reference.

These Terms and Conditions do not affect your statutory rights. TSG Associates LLP will treat each order for goods as a Contract by you to purchase the Goods subject to these Terms and Conditions.

### **Basis of Contract**

These conditions apply to the Contract, to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

The Order constitutes an offer by the Customer to purchase the Goods in accordance with these conditions. The customer shall ensure that the terms of the Order and any relevant Specification are complete and accurate.

The Order shall only be deemed to be accepted after TSG Associates LLP issues a written acceptance of the Order, at which point the Contract shall come into existence.

The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of TSG Associates LLP which is not set out in the Contract. Any samples, drawings, descriptive matter, or advertising issued by TSG Associates LLP and any descriptions or illustrations contained in TSG Associates LLP's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract or any other Contract between TSG Associates LLP and the Customer for the sale of the Goods.

A quotation for the Goods provided by TSG Associates LLP shall not constitute an offer. A quotation shall only be valid for a period of 30 days from its date of issue.

### **Customer's Obligations**

To enable the Supplier to perform its obligations, the Customer shall:

- co-operate with the supplier.
- provide the supplier with any information reasonably required by the Supplier.
- obtain all necessary permissions, licenses and consents which may be required before the commencement of services, the cost of which shall be the sole responsibility of the Customer: and
- comply with any other requirements as may be set out in the Proposal or otherwise agreed between the parties.

### Distributors / Re-sellers Obligations

To enable the supplier to perform its obligations, the Distributor / Re-seller shall:

- co-operate with the Supplier
- provide the Supplier with any information reasonably required by the Supplier.
- obtain all necessary permissions, licenses and consents which may be required before the commencement of services, the cost of which shall be the sole responsibility of the Customer
- comply with Regulations (EU) 2017/745 of the European Parliament of the council - of 5 April 2017 on Medical devices and retain all relevant documentation relating to this standard
- have control and UDI traceability to their end customer, if that is a distributor and not an end user; that the secondary and tertiary Distributor follow Good Distribution Practices for Medical Devices
- to comply with UDI Traceability, you need to record the following, as a minimum but not limited to; -
  - TSG Product description
  - TSG Unique Serial Number
  - Date of Sale
  - Customer Contact details
- upon request by a competent authority, provide with all the information and documentation that is at their disposal and is necessary to demonstrate the conformity of a device
- ensure that, while the device is under their responsibility, storage or transport conditions comply with the conditions set by the manufacturer.
- co-operate with the manufacturer and, where applicable, the manufacturer's authorised representative, and the importer, and with competent authorities to ensure that the necessary corrective action to bring that device into conformity, to withdraw or to recall it, as appropriate, is taken
- Distributors / Re-sellers that have received complaints or reports from healthcare professionals, patients or users about suspected incidents related to a device they have made available, shall immediately forward this information to the manufacturer and, where applicable, the manufacturer's authorised representative, and the importer. They shall keep a register of complaints, of non-conforming devices and of recalls and withdrawals, and keep the manufacturer and, where available, the authorised representative and the importer informed of such monitoring and provide them with any information upon their request and;.
- comply with any other requirements as may be set out in the Proposal or otherwise agreed between the parties.

### **Payment and Price**

The total price payable for the Goods will be stipulated at the time you place your Order, whether or not the Order has been confirmed. TSG Associates LLP are entitled to make adjustments to the price, again, whether or not the Order has been confirmed, to take account of any increase in our supplier's prices, or the imposition of any taxes or duties, or if due to an error or omission the price published for the Goods is incorrect. TSG Associates LLP will inform you of the correct price and give you the opportunity to cancel the Order.

All goods remain the property of TSG Associates LLP until payment is received in full from you, the Customer. In the event of non-payment, in accordance with the Terms agreed, the Customer hereby authorises TSG Associates LLP to enter the Customer's premises to remove the Goods.

All new Customers are required to pay in advance via proforma invoice until negotiated credit terms have been agreed with TSG Associates LLP.

Unless otherwise agreed by TSG Associates LLP, the Customer shall pay the invoice in full and within 30 days from date of invoice. Payment shall be made into the bank account nominated in writing by TSG Associates LLP.

If the Customer fails to make any payment due to TSG Associates LLP under the Contract by the due date of payment, then the Customer shall pay interest on the overdue amount at the rate of 8% per annum above The Royal Bank of Scotland's base lending rate at that time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

### **Availability of Goods**

All products and services are subject to availability and may be withdrawn at any time. If TSG Associates LLP do not supply the Goods for any reason, we will not charge you for these and will refund any money already paid for the Goods. However, TSG Associates LLP will not be responsible for compensating you for any other losses you may suffer if we do not supply the Goods.

### **Delivery Charges**

The delivery charges will be confirmed either on your Quote/Order/by confirmation e-mail or, alternatively, a shipping charge will be added to your invoice unless instructed otherwise.

TSG Associates LLP reserves the right to refuse the supply of Goods delivered to any particular postcodes which incur additional delivery charges.

### Delivery Times

Goods are subject to availability and delay in delivery of Goods is sometimes outside TSG Associates LLP's control. Any dates TSG Associates LLP specify for the delivery of the Goods are approximate only and we shall not be liable for any losses, costs, damages, charges, or expenses caused by any delay for delivery of the Goods.

If TSG Associates LLP or our suppliers are temporarily out-of-stock, we will notify you of this position.

### Delivery of Goods

As soon as TSG Associates LLP have delivered the Goods to the agreed delivery address you will be responsible for them. We will only deliver Goods to the address on the Order unless agreed in writing. From the time of receipted delivery of the Goods, any loss or damage to the Goods shall be at your own risk.

TSG Associates LLP may deliver the Goods in instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalments.

Please note, if you delay in accepting the Goods our delivery responsibility for everything other than any damage due to negligence will end on the date the carrier first tried to deliver the Goods to you.

### Insolvency

If the Customer becomes subject to insolvency/bankruptcy/liquidation or TSG Associates LLP reasonably believes that the Customer is about to become subject to the insolvency/bankruptcy/liquidation and notifies the Customers accordingly, then, without limiting any other right or remedy available to TSG Associates LLP, TSG Associates LLP may cancel or suspend all further deliveries under the Contract or under any other Contract between the Customer and TSG Associates LLP without incurring any liability to the Customer, and all outstanding sums in respect of Goods delivered to the Customer shall become immediately due.

Without prejudice to other remedies, if TSG Associates LLP becomes insolvent, you, the Customer, shall have the right not to proceed further with the purchase. Any unpaid invoices shall become immediately due for payment.

### Typographical Errors

In the event a product is listed at an incorrect price due to typographical error or error in pricing information, taxes or duty changes, TSG Associates LLP shall have the right to refuse or cancel any Orders listed at the incorrect price, whether or not the Order has been confirmed. If you have already been invoiced and we subsequently cancel your Order, we will immediately give you a full refund.

### Time Limitation for Notification of Claims

Damage in transit (this does not apply if the Customer arranges their own collection/shipment):  
If the Goods arrive in a damaged condition you must make a note on the carrier's delivery consignment note and it will be your responsibility to inform us within 2 days from delivery.

Shortages: It is your responsibility to sign for the correct number of packages as shown on the carrier's delivery consignment note. Any shortages must be noted on the consignment note and it will be your responsibility to notify us within 2 days from delivery

Incorrect Goods: It is your responsibility to notify us of any incorrect Goods supplied within 2 days from delivery.

Non-Deliveries (this does not apply if the Customer arranges their own collection/shipment):  
TSG Associates LLP will not accept liability for Goods lost in transit unless we are notified within 2 days from the expected delivery date.

You are entitled to withdraw from this Contract within 7 days from delivery of the Goods for a full credit or refund less any applicable delivery charges. The Goods must be unopened and 'as new' in their original box and packaging, including all manuals and accessories. You must notify us within 7 days from date of delivery and TSG Associates LLP will issue you with a Goods Return Form.

The Goods Return Form will be valid for 14 days and it will be your responsibility to return the Goods to us, insured via recorded delivery, at your own cost and risk. Please also retain proof of insurance and posting, as we will not accept any liability for Goods lost or damaged in transit. TSG Associates LLP will not accept any Goods being returned without a valid Goods Return Form.

When we receive the Goods we will inspect them to ensure all manuals, accessories and other components are within the returned package and that the Goods and packaging are in the condition as that when despatched to you. If we receive an item that is either not in its original condition or has missing components that were sent with the product, we shall charge you a further fee to cover the cost of these items. Please note, it is your responsibility to ensure that the Goods you Order are specified to meet your intended purpose. We therefore recommend that you independently research the Goods before you purchase them from us.

### Faulty Returns

If a product has systems failure which prevents basic operation upon first use, please contact TSG Associates LLP Customer Support Helpline within 7 days from the delivery date where you will be provided with a Goods Return Form. Please then return the faulty item directly to us. Upon receipt of the Goods and confirmation of the fault by TSG Associates LLP's technical engineers, you will be offered one of the following options: -

1. A replacement item will be shipped to you at TSG Associates LLP's expense.
2. A full refund - provided the item has been verified faulty and is complete with all accessories, in its original box and packaging. At our discretion, we will reimburse you the

returns delivery cost. If the condition of the product or the packaging is poor then we reserve the right to impose a charge to cover re-packaging costs. Missing accessories will also be charged to you.

If the product is not deemed to be faulty by TSG Associates LLP's technicians then you will be offered one of the following options:

1. Return of the Goods - the cost of delivery and an administration fee of 15% of the price of the Goods will be charged to you.
2. Refund - provided the product is 'as new' and complete with all accessories in its original box and packaging, you are eligible for a refund. If the condition of the product or the packaging is poor then we reserve the right to impose a charge to cover re-packaging costs. Missing accessories will also be charged to you.

If the product is not deemed to be faulty because the Customer failed to follow TSG Associates LLP's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods, or as a result of fair wear and tear, wilful damage, negligence or abnormal working conditions, then we will return the Goods and charge the cost of delivery and an administration fee of 15% of the price of the Goods.

This returns policy does not affect your legal rights.

### **Retention of Title**

The risk in the Goods shall pass to the Customer on completion of delivery. Title of the Goods shall not pass to the Customer until TSG Associates LLP has received payment in full for the Goods and other sums which are or which become due to TSG Associates LLP for sales of the Goods or any other products to the Customer.

If you become subject to Insolvency and the Goods have not been paid for in full, then we may take the Goods back and, if necessary, enter your premises to do so, or to inspect and/or label the Goods so as to identify them clearly.

### **Liability Clause**

TSG Associates LLP will, under no circumstances, be liable for:

Any goods damaged in transit (this does not apply if the Customer arranges their own collection/shipment), unless reported to us within 2 days.

Defects or damage resulting from fair wear and tear, neglect, storage, commissioning, installation, use and maintenance of the Goods, improper use by the Customer or failure by the Customer to follow any instructions.

Goods which have been adjusted, altered, adapted and/or repaired.

### **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, or other industrial disputes (whether involving its own workforce or a third party's), shortage or unavailability of raw materials from a natural source of supply or transport network, accidents, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters, extreme adverse weather conditions, and the party shall be entitled to a reasonable extension of its obligations.

### **Severance**

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason 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 Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

### **Governing Laws**

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

### **GDPR**

We have always taken the data security of all our Customers seriously. GDPR will help ensure all organisations keep personal data securely maintained and relevant, which has to be a good thing.

For further information about how we manage your personal data, please see our updated privacy policy which is available on our website [www.tsgassociates.co.uk](http://www.tsgassociates.co.uk).