

1. DEFINITIONS

In these conditions;

“The Company” shall mean PRAXIS MEDICAL whose registration address is Praxis Medical Ltd, Unit 3 Brookside Street, Brookside Industrial Estate, Oswaldtwistle, BB5 3PX.

“The Purchaser” shall mean the individual to whom the products are supplied by the Company. “Products” shall mean products or services manufactured or dealt in by the Company.

2. GENERAL

2.1 All orders are accepted and all contracts are entered into by the Company for the supply and sales of Products subject to these Terms and Conditions. Any Terms and Conditions stipulated by the Purchaser are hereby negated and excluded (unless expressly agreed in writing by the Company). The Contract between the Company and the purchaser is constituted by the Company’s acceptance whether by the Company’s form of acknowledgement of the Purchaser’s order or by the dispatch by the Company of the Products and no contractual obligation binding upon the Company shall arise until such acceptance. The Purchaser hereby accepts that so far as any Terms of Conditions which may be contained in any written order of the Purchaser are inconsistent with these conditions they shall not be accepted by the Company and shall be deemed severable and shall be served from any order without affecting the validity of the remaining Terms and Conditions of the order.

2.2 These Conditions constitute the entire agreement between the Company and the Purchaser relating to the Products and unless expressly stated in these Conditions, all conditions and warranties whether express or implied, by statute, course of dealing or otherwise are hereby excluded. No servant or agent of the Products of the Company has authority to vary these conditions orally or to make any representatives what so ever concerning the Products. Any information concerning the Products (including prices) contained in any catalogue, price list or publicity material is an indication only and so much information shall be binding upon the Company.

3. PRICE

3.1 The price of the Products is exclusive of Value Added Tax or any similar tax there to which shall be charged at the rate in force as at the date of invoice.

3.2 The price of the products may be subject to change without prior notice.

4. PAYMENT

4.1 Payment of all goods must be made in advance by cash, BACS payment, credit or debit cards. We accept payment with Visa, Maestro and Mastercard payment cards

4.2 The price of goods excludes delivery (unless otherwise stated). The cost of delivery shall be as specified in the order.

4.3 The price includes VAT (unless otherwise stated). VAT will be charged at the rate applying at the time of delivery.

4.4 Estimates for goods are given on the basis that a binding contract shall only come into existence. The estimate is valid for 30 days from date of issue (unless otherwise stated); unless we notify you that we have withdrawn it during this period.

4.5 The price of goods shall be the price in force at the time you confirm your order. We reserve the right to update our price list from time to time without providing specific notice to you.

4.6 Notwithstanding any other terms of the contract the granting of the credit by the Company to the purchaser is the Company's absolute direction and the Company therefore reserves its rights to suspend deliveries under this or any other contract until all goods already delivered there under have been paid for.

5. DELIVERY

5.1 Please see separate page.

6. CANCELLATION

6.1 You have the right to cancel your order up to 24 hours or prior to the order being dispatched. The purchaser is required to contact customer service on 01282 449285.

6.2 If the goods have already been dispatched at the date of receipt of your cancellation of the order you must return the goods to us in accordance with paragraph 7 below and we will credit your credit or debit card with the price of the goods within 30 days beginning with the day on which notice of cancellation was given.

6.3 If you do not return the goods within 14 days of your cancellation, we will make a charge in respect of the cost of recovering the goods. If you do not return the goods or fail to make them available for collection within 14 days of your notice of cancellation, you will be deemed to have accepted the goods, at which point a new purchase contract will be made and you will be charged for your order at the price set out on the web site. This does not affect your statutory rights.

7. RETURNS

7.1 Please see separate page.

8. SPECIFICATIONS

8.1 The Company reserves the right to withdraw or modify any designs or specifications without notice.

8.2 All products are offered for sale by the Company subject to availability, and, notwithstanding any acceptance by the Company, the Company shall not be liable in any manner whatsoever to the Purchaser in the event that it is unable to supply the Products ordered by the Purchaser.

8.3 The Company shall not be liable for any error or omission in the specification, measurement or other details contained on any orders received from the Purchaser.

9. GENERAL

9.1 These conditions and any contract between the Company and the Purchaser are governed by English Law and the Purchaser hereby agrees to submit to the jurisdiction of the English Courts in connection with any dispute concerning the contents hereof.

9.2 No forbearance, delay or indulgence by the Company in enforcing any of the Terms and Conditions of the contract shall prejudice the Company's right to insist upon strict compliance therewith nor shall the same constitute any waiver or estoppels.

9.3 Information contained in these Conditions and in any other written material provided by the Company to the Purchaser and User is believed to be accurate and is given in good faith, but it is for the User to satisfy itself of the suitability of the Product for its own particular purpose.