

TERMS AND CONDITIONS OF TRADE OF
ProviDental Laboratories Limited ("PDL")

1. INTERPRETATION

In these Conditions the following words have the following meanings:

- 1.1 **Conditions:** The standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and PDL.
- 1.2 **PDL:** ProviDental Laboratories Ltd.
- 1.3 **Buyer:** Any person(s), firm or company that purchases Goods and/or Services from PDL.
- 1.4 **Contract:** Any agreement between PDL and the Buyer for the sale and purchase of Goods and/ or the supply of Services incorporating these conditions.
- 1.5 **Goods:** The goods agreed in the Contract to be supplied by PDL to the Buyer.
- 1.6 **Services:** The Services agreed in the Contract to be supplied by PDL to the Buyer.

2. GENERAL

- 2.1 Unless there is a variation under Condition 2.2 all Contracts will be on these conditions to the exclusion of all other terms (including any terms the Buyer purports to apply under any purchase order, confirmation of order, specification or other document).
- 2.2 These conditions apply to all PDL's sales and no variation of these Conditions or representation shall have any effect unless agreed in writing by an authorised official of PDL.
- 2.3 No order placed by the Buyer shall be deemed to be accepted by PDL until a written acknowledgement of order is issued by PDL or, if earlier, PDL delivers the Goods to or performs the Services for the Buyer.
- 2.4 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such address as may at the relevant time have been notified pursuant to this provision to the party giving the notice and may be delivered personally or by fax, first class recorded delivery post or first class air mail letter. A notice shall be deemed to have been served (if personally delivered) at the time of delivery or (if sent by first class recorded delivery post) forty-eight hours after posting or (if sent by first class air mail letter) ninety-six hours after posting or (if sent by fax) at the time of transmission.
- 2.5 The Buyer may not assign, transfer, charge or deal in any other manner with the Contract or any of its rights under it, nor purport to do any of the same, nor subcontract any or all of its obligations under the Contract without having obtained the prior written consent of PDL.
- 2.6 PDL shall be entitled to assign its rights under the Contract and sub contract any or all of its obligations under the Contract to any third party.

3. PRICE

- 3.1 The price for the Goods and Services shall be as listed in PDL's price list as at the date of delivery in the case of the Goods or on the date of performance in the case of the Services.
- 3.2 In addition to the price applicable, the Buyer must pay all value added tax (if applicable), any other taxes, levies or duties, carriage, insurance costs, loading and unloading costs.
- 3.3 The Buyer will have to pay an additional delivery charge (which PDL will tell the Buyer about) if the Buyer requires PDL to deliver the Goods or to provide the Services outside normal working hours.
- 3.4 PDL may revise its price lists from time to time without telling the Buyer but PDL will only increase the price for the Contract between the date of the Buyer's order and when it delivers the Goods and/or provides the Services if there is an increase in the cost of raw materials, labour and/or other production costs, changes in the types or rates of tax contributions or levies.
- 3.5 PDL will be entitled to invoice the Buyer at any time following delivery of the Goods and/or provision of the Services to the Buyer.
- 3.6 The Buyer shall notify PDL in writing of any changes in its name, address or other circumstances that may affect the payment of accounts at least 14 days in advance of the date of effect.

4. PAYMENT AND CANCELLATION

- 4.1 Payments, without limitation, shall be made within 28 days of the date of invoice and shall be in the currency stated on the invoice without any deduction, set-off or withholding whatsoever. Time for payment shall be of the essence.
- 4.2 No payment shall be deemed to have been received until PDL has received cleared funds.
- 4.3 PDL reserves the right to claim interest on late payment at the rate of 0.025% per day; charge late-payment fees (£10 for invoices up to £150; £20 for invoices £100 to £300; £30 for invoices £300-600; £40 for invoices £600-1,000; and statutory rates thereafter); and claim to for any trace fees and other reasonable debt collection costs. Furthermore, in the event of late payment, any discounts applied to goods or services for the Buyer will, at the discretion of PDL, be forfeit and a new invoice will be issued at the standard price from the Price List at that time.
- 4.4 If any payment by the Buyer is overdue on this or any other Contract or the Buyer shall enter into any composition or arrangement with its creditors, or if being an incorporated company the Buyer shall have a receiver or administrator appointed or shall pass a resolution for winding up or a court shall make an order to that effect or if not being an unincorporated company the Buyer shall have a receiving order made against it or if the Buyer ceases or threatens to cease to carry on business or if there shall be any breach by the Buyer of any of these Conditions, PDL may cancel the Contract and suspend further deliveries of Goods to and/or performance of the Services for the Buyer until payment of all outstanding amounts is made in full. If PDL cancels any Contract, payments owing by the Buyer on all Contracts shall become payable to PDL immediately (whether or not otherwise due at the time of cancellation by PDL) and the Buyer's right to possession of the Goods shall terminate.

- 4.5 The Buyer will pay, on demand and on a full indemnity basis, all costs and expenses (and VAT) which PDL may from time to time incur by reason of the Buyer's failure to perform its obligations under the Contract.
- 4.6 Except as otherwise expressly provided in these Conditions, cancellation of an order by the Buyer, in whole or in part cannot be accepted without PDL's consent in writing which shall only be given if a full indemnity is given by the Buyer to PDL. All cancellations of any order must be made in writing and cannot be accepted verbally.
- 4.7 If the Buyer is a Limited Company or a Limited Liability Partnership and is unable to pay the invoice amount, then the invoice amount will be payable personally by the Directors or Partners. All losses, costs and disbursements incurred by PDL through late payment by the Buyer, will in all cases be charged back to the Buyer.

5. DELIVERY

- 5.1 Delivery shall take place on despatch from PDL's premises.
- 5.2 All delivery and performance times and dates are estimates only given in good faith but without obligation PDL shall not be liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in delivery of the Goods or performance of the Services (even if caused by PDL's negligence). Time for delivery is not of the essence. If no dates are specified, delivery and/or performance will be within a reasonable time.
- 5.3 If the Buyer (1) requests that delivery be postponed or (2) refuses to accept delivery or (3) fails to give PDL adequate delivery instructions, then (a) risk of damage to or loss of the Goods will pass to the Buyer (including for loss or damage caused by PDL's negligence), (b) the Goods will be deemed to have been delivered, (c) PDL may store the Goods until actual delivery and charge the Buyer for all related costs including insurance for storage, (d) PDL may increase the price according to price lists applying at time of actual delivery and (e) PDL may sell the Goods at the best price readily obtainable and charge the Buyer for any shortfall below the price under the Contract.
- 5.4 PDL shall have no liability for non-delivery or short delivery unless notified by the Buyer in writing within two working days of due delivery date. If written notification is received PDL's liability for non-delivery or short delivery shall be limited to replacing the Goods within a reasonable time or issuing a credit note against any invoice raised for the relevant Goods. If the Buyer does not notify PDL within this time limit, the Buyer shall be deemed to have received the Goods and shall be bound to pay the price as if the Goods had been delivered.

6. PASSING OF RISK AND PROPERTY

- 6.1 Risk of loss, damage or deterioration in the Goods shall pass to the Buyer when despatched from PDL's premises.
- 6.2 Ownership of the Goods shall not pass to the Buyer until PDL has received full payment of all sums due to PDL on any account. Until ownership of the Goods has passed to the Buyer, the Buyer as bailee shall keep them safe, insured and separate and identifiable from all other Goods in its possession at no cost to PDL. If monies on any account become overdue, the Buyer grants PDL, its agents and employees an irrevocable licence at any time (in addition to any other rights it may have) to enter any land or buildings where the Goods are located in order to inspect them, or where the Buyer's right to possession has terminated to repossess and sell the Goods.

7. DEFECTS AND INSPECTION OF GOODS

- 7.1 The Goods are not tested and PDL gives no warranty to the Buyer in relation to the Goods. All warranties, conditions or other terms implied by statute or common law (save for the conditions implied by Section 12 of the Sale of Goods Act 1979) are excluded to the fullest extent permitted by law.
- 7.2 Any claim by the Buyer based on a defect in the quality or condition of the Goods must be notified to PDL by the Buyer in writing within 10 days from the time of delivery or collection. Notice must be other than by consignment note.
- 7.3 The Buyer shall not be entitled to reject the Goods and shall be bound to pay the price if it fails to comply with condition 8.2. It is the responsibility of the Buyer (at its own expense) to return defective Goods to PDL's premises for inspection if requested to do so by PDL within 14 days of delivery. For the purposes of condition 8.2, time shall be of the essence.
- 7.4 Where the Buyer complies with conditions 8.2, at PDL's discretion, PDL shall replace or repair the defective Goods or refund the price to the Buyer. PDL shall have no further liability to the Buyer for any defect in the Goods in any event.

8. EXPORT TERMS

- 8.1 Unless any special terms are agreed in writing between authorised representatives of the Buyer and PDL, where the Goods are supplied for export from the United Kingdom the Buyer shall be responsible (at its own expense) for complying with any legislation or regulations governing the importation of the Goods into the country of destination (including obtaining relevant licences, permits and permissions) and for the payment of any duties and for supplying all relevant details to the Seller where delivery is to be made at the Buyer's premises
- 8.2 Unless the Goods are to be collected by the Buyer or its carrier from PDL's premises, the Goods shall be delivered to the Buyer's nominated premises (as agreed by PDL).

9. LIABILITY

- 9.1 The maximum aggregate liability of PDL, its employees and agents for breach of contract, misrepresentation, misstatement or other tortious act or omission including negligence arising under or in connection with the Contract shall so far as permitted by law be limited to the price paid to PDL under the Contract. Nothing in these conditions shall exclude PDL's liability for death or personal injury resulting from negligence or fraudulent misrepresentation.
- 9.2 PDL shall not be liable for any loss of profit or for any indirect or consequential loss or depletion of goodwill or loss of business nor costs, expenses or other claims for consequential compensation whatsoever that arises out of or in connection with the Contract.
- 9.3 PDL reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond its reasonable control including, without limitation, acts of God, government actions, war or national emergency, armed conflict, terrorist attack, terrorist activity, riot, blockades, embargoes, fire, explosion, flood, epidemic, blackouts, malicious damage, strikes, or other labour disputes (whether or not relating to PDL's workforce) or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, labour, fuel, parts of machinery, or import or export

regulations or embargoes. If the event in question continues for a continuous period in excess of 20 days the Buyer shall be entitled to give notice in writing to PDL to terminate the contract.

10. CREDIT SEARCHES

- 10.1 When the Buyer applies to open a credit account, PDL will check the following records about the person submitting the credit account application on behalf of the Buyer, the Buyer and its business partners: (i) PDL's own records, (ii) personal and business records at Credit Reference Agencies (CRAs) - when CRAs receives a search it will place a search footprint on the business credit files that may be seen by other lenders and they will supply to PDL both public (including the electoral register) and shared credit and fraud prevention information, (iii) those at fraud prevention agencies (FPAs), (iv) if the person submitting the Order on the Buyer's behalf is a director, PDL will seek confirmation from CRAs that the residential address that is provided is the same as that shown on the restricted register of directors' usual addresses at Companies House.
- 10.2 PDL will make checks such as assessing the credit account application for credit and verifying identities to prevent and detect crime and money laundering and may also make periodic searches at CRAs and FPAs to manage the Buyer's credit account with us.
- 10.3 Information on credit account applications will be sent to CRAs and will be recorded by them, including information on the Buyer's business and its proprietors and CRAs may create a record of the name and address of the Buyer's business and its proprietors if there is not one already.
- 10.4 If the Buyer does not repay any amounts in full and on time, CRAs will record the outstanding debt. This information may be supplied to other organisations by CRAs and FPAs to perform similar checks and to trace whereabouts and recover debts owed. Records remain on file for six years after they are closed, whether settled or defaulted.
- 10.5 If the credit account application contains false or inaccurate information and PDL suspects or identifies fraud PDL will record this and may also pass this information to FPAs and other organisations involved in crime and fraud prevention.
- 10.6 If the Buyer does not make payments owed to PDL, PDL may trace whereabouts and recover debts.
- 10.7 PDL and other organisations may access and use from other countries the information recorded by fraud prevention agencies.
- 10.8 The data of the Buyer and person submitting the credit account application on behalf of the Buyer may also be used for other purposes for which specific permission is given or, in very limited circumstances, when required by law or where permitted under the terms of the Data Protection Act 1998.

11. SEVERABILITY

- 11.1 If any competent authority holds any provision of these conditions to be invalid or unenforceable in whole or in part, the validity of the other provisions of these conditions and the remainder of the provision in question shall not be affected by it.

12. **CHOICE OF LAW AND JURISDICTION**

- 12.1 Any Contract shall be governed and construed in accordance with English law. PDL and the Buyer each submit to the exclusive jurisdiction of the English Courts.