

1. Basis of Terms

1.1 Arjo Limited (Company Reg. No. 10842512), ("Arjo") and 1st Call Mobility Limited (Company Reg. No 02144993), (1st Call), as the case may be, rents equipment, parts, materials and/or hardware/software (collectively, "Equipment"), subject to with these Terms & Conditions ("T&Cs"), all of which constitute, or are otherwise expressly incorporated into and made part of, the agreement between Arjo or 1st Call and the Customer (the "Agreement").

1.2 No order submitted by Customer shall be deemed to be accepted by Arjo or 1st Call unless and until confirmed by Arjo or 1st Call.

1.3 The Customer shall be responsible for ensuring the accuracy of the terms of any order (including any applicable specification) submitted and for providing Arjo or 1st Call with any necessary information relating to the Equipment within sufficient time to enable Arjo or 1st Call to perform the Agreement in accordance with the T&Cs.

1.4 All other terms, including any, which the Customer seeks to incorporate, or implied by course of dealing or by custom or practice, will not apply.

2. Delivery & Performance

2.1 The Customer agrees and accepts that:

2.1.1 The Agreement commences on the date of acceptance by Arjo or 1st Call and continues until notice of cancellation is given by the Customer or by Arjo or 1st Call provided that Arjo or 1st Call shall not be obliged to deliver or install any equipment until the Customer satisfies Arjo or 1st Call that the person signing is duly authorised; and

2.1.2 Such notice shall not expire before the end of any minimum rental period (if applicable) specified by Arjo or 1st Call;

2.1.3 the first payment may include a delivery charge;

2.1.4 Arjo or 1st Call will provide maintenance and repair to the Equipment during the period of this Agreement so as to ensure that it operates properly and will provide (subject to clauses 7.7 and 13.5) without further charge all spares and replacement parts as long as the relevant Equipment remains on hire to the customer.

2.2 Delivery or Performance dates are given in good faith but any time or date quoted by Arjo or 1st Call for delivery or performance is an estimate only and Arjo or 1st Call shall not be liable for any damages or loss whether direct, indirect or consequential caused by any delay in delivery or performance. Time for delivery or performance shall not be of the essence.

2.3 The Customer shall have no right to rescind the Agreement on the ground only that delay in delivery or performance has occurred, including where Arjo or 1st Call have agreed to deliver Equipment within agreed delivery periods for which the sole remedy for the Customer shall be the refund of any delivery charges.

2.4 Arjo or 1st Call shall at the Customer's expense make such arrangements for carriage and delivery as it thinks fit.

2.5 If the Customer fails to take delivery of the Equipment or fails to give Arjo or 1st Call adequate delivery instructions by the time stated for delivery (otherwise than by reason of any cause beyond the Customer's reasonable control or by reason of Arjo or 1st Call's fault) then Arjo or 1st Call may:

2.5.1 store the Equipment until actual delivery and charge the Customer for the reasonable costs (including insurance) of storage; or

2.5.2 if the delivery of the Equipment is delayed at the Customer's request more than 30 days after the first day of the week in which delivery is due, Arjo or 1st Call is entitled to increase the price of the Equipment to that shown in the Arjo or 1st Call price list current at the actual date of delivery (if different), together with a charge for storage per 2.5.1.

2.6 Risk of damage to or loss of the Equipment shall pass to the Customer at the time of delivery to the Customer or, if the Customer wrongly fails to take delivery of the Equipment, the time when Arjo or 1st Call has tendered delivery of the Equipment.

2.7 In respect of providing proof of delivery or installation the parties agree that:

2.7.1 Arjo or 1st Call shall provide a proof of delivery document (in the case of delivery of Equipment) ("POD"), or a proof of installation document (in the case of installation of Equipment) ("POI") to the Customer at the time of delivery or performance of installation as applicable;

2.7.2 The Customer's signature on the POD or POI shall constitute acceptance that delivery or installation of Equipment has occurred and the Customer may not be entitled to withhold payment pending receipt of POD and/or POI from Arjo or 1st Call.

2.7.3 The Customer shall have the responsibility to retain and store their copy of the POD and/or POI in respect of each delivery or installation though in the event that Arjo or 1st Call are requested by the Customer to provide a copy POD and/or POI, Arjo or 1st Call may levy an administration charge at a rate of £25 per POD/POI requested in addition to any late payment charges and interest (if applicable) as set out at clause 4.

3. Price

3.1 Subject to the provisions of this clause 3 the price for the rental of the Equipment or for the installation, fitting or placement of the rented Equipment shall be:

3.1.1 As quoted; or

3.1.2 Where no price has been quoted, or the quoted price is no longer valid, the price listed in the Arjo or 1st Call price list current at the date of acceptance of the order.

3.2 Arjo or 1st Call reserves the right, by giving the Customer written notice at any time before delivery, to increase the rental price of the Equipment or the price for the installation, fitting or placement of the Equipment (if applicable) to reflect any increase in cost to Arjo or 1st Call which is due to any factor beyond its control (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the cost of labour, material or other costs of manufacture), any change in delivery dates, quantities or specifications for the Equipment which are requested by Customer or any delay in Customer's instructions or Customer's failure to give Arjo or 1st Call adequate information or instructions.

3.3 The costs of delivery and installation, fitting or placement may be charged in addition to the price of the rental of the Equipment, and specific provisions relating to installation are stated at clause 13 below.

3.4 The price is exclusive of all applicable taxes and duties, including value added tax which the Customer shall (where applicable) be additionally liable to pay to Arjo or 1st Call.

3.5 Quotation prices are only valid for 30 days, unless otherwise agreed by Arjo or 1st Call.

3.6 Where the Customer considers that Arjo or 1st Call has made an error in respect of pricing only on any invoice, the Customer shall have 21 days from the date of the invoice to raise a query with Arjo or 1st Call. The Customer shall have no right to withhold or set off the payment of any invoice for any other reason. In the event that the Customer raises no query on pricing within 21 days of the invoice date, the Customer shall be deemed to accept any invoice submitted by Arjo or 1st Call. Failure to settle any invoice in full within 30 days of the date of invoice shall cause late interest fees to accrue per clause 4.

4. Payment

4.1 All accounts must be paid net cash no later than 30 days following the date of the invoice.

4.2 Interest will be charged on all sums overdue at the rate of 4% per annum above the published LIBOR base rate to be calculated from day to day to run from the invoice date to the date of payment both before and after any judgment, or such higher rate as may from time to time be prescribed by law.

4.3 The Customer accepts that Arjo or 1st Call will exercise its statutory right to claim interest and compensation for debt recovery costs under the late payment legislation if Arjo or 1st Call is not paid within 30 days of the invoice date.

4.4 The time for payment shall be of the essence.

4.5 Arjo or 1st Call reserves the right to issue and send all documents, including but not limited to notices, invoices, statements, terms and conditions, quotes and order acknowledgements to the Customer in an electronic format, and the Customer accepts to receive all such documents electronically (including receipt of invoices) by e-mail.

5. Background Checks & Liens

5.1 Arjo or 1st Call may conduct such credit checks, or other background checks as it shall deem appropriate and applicable by law, and the Customer agrees to cooperate and comply with such checks. If Arjo or 1st Call does not approve extension of credit to the Customer, or if, at any time, Arjo, in its sole determination, should deem itself to have reasonable grounds for insecurity regarding the creditworthiness of the Customer (even if Arjo or 1st Call has previously extended credit to the Customer), terms of payment shall become partial or full advance payments at Arjo's exclusive discretion. If the Customer fails to comply with the terms of payment or any other terms of the Agreement, Arjo or 1st Call reserves the right to cancel the unfulfilled portion of any order and the Customer shall remain liable for all unpaid amounts. In these circumstances Arjo or 1st Call may invoke the provisions of clause 12 (Termination);

5.2 Customer agrees that Arjo or 1st Call may use the Customer's data, including any personal data, for the purpose of making credit checks, and the Customer agrees to Arjo or 1st Call's collection, storage and use of such data for this purpose. Personal data will not be shared with third parties without the Customer's consent.

6. The Customer's Obligations

6.1 The Customer shall:

6.1.1 be responsible for ensuring that any Equipment ordered for rental is suitable for the clinical use it is ordered for and where any Equipment is not suitable, Arjo or 1st Call reserves the right to charge the Customer a call out charge per clause 11.4 in the event of a cancellation by the Customer;

6.1.2 use the Equipment only in accordance with such instructions and recommendations relating to the use and operation of the Equipment or as may from time to time be advised in writing by Arjo;

6.1.3 not allow any person other than Arjo or 1st Call representatives to adjust, maintain, repair, replace or remove any part of the Equipment;

6.1.4 not remove the Equipment from the premises where it was originally installed without Arjo or 1st Call's written permission;

6.1.5 keep the Equipment protected and insured against all risks of loss or damage for an amount equal to the full replacement value and also against third party risks. The Customer must show proof to us of insurance if Arjo or 1st Call asks the Customer to do so. If the Customer does not, Arjo or 1st Call may, at Arjo's option, arrange insurance for the Customer at the Customer's expense and charge the premium to the Customer along with the rental payments. The Customer must notify the insurers that the Equipment is on hire from Arjo or 1st Call and request the insurers to endorse a note of Arjo or 1st Call's interest on the Policy of Insurance naming Arjo or 1st Call as payees in respect of any loss or damage to the Equipment. The Customer must not do or allow to be done any act or omission whereby the insurance may be invalidated. Risk in the Equipment passes to the Customer immediately on delivery to the Customer's premises and in the event that either the Customer fails to insure any Equipment or where Arjo or 1st Call fails to do so on the Customer's behalf, the Customer shall remain liable to Arjo or 1st Call for the full replacement value of any Equipment damaged or lost;

6.1.6 accept and understand that Arjo or 1st Call does not rent the Equipment to the Customer subject to any condition or warranty, express, implied or statutory, in connection with the fitness for any purpose or use of the Equipment and any conditions and warranties are hereby expressly excluded in so far as permitted by statute;

6.1.7 unless authorised by Arjo or 1st Call, not make or permit any alterations or modifications to the Equipment, nor remove or interfere with any nameplates, identification marks or trade or other marks or deface the Equipment in any way;

6.1.8 provide Arjo or 1st Call with such information concerning the Equipment, its application, use, location and environment as Arjo or 1st Call may reasonably request to enable it to carry out its duties;

6.1.9 not sell, assign, let, pledge, mortgage, charge, encumber, part with possession of or otherwise deal with the Equipment or any interest therein nor to assign the benefit of this Agreement nor to create or to permit the creation of any lien on the Equipment;

6.1.10 keep the Equipment free of any distraint, distress, execution or other legal process;

6.1.11 notify Arjo or 1st Call immediately of any loss of, or material damage to the Equipment;

6.1.12 at all times keep the Equipment in the environmental conditions recommended by the manufacturer of the Equipment

6.1.13 ensure that Arjo or 1st Call representatives have full and free access to the Equipment to enable planned preventive maintenance to be performed when required and to any records of its use kept by the Customer to enable Arjo or 1st Call to perform its duties;

6.1.14 take all such steps as may be necessary to ensure the safety of any of Arjo or 1st Call representatives who visit any premises of the Customer;

6.1.15 inform Arjo or 1st Call as soon as possible if it becomes subject to any of the events set out in clause 12 (Termination);

6.2 Notwithstanding clause 6.1.15, the Customer may use the Equipment in the ordinary course of its business until such time as it becomes aware or ought reasonably to have become aware that an event specified in clause 12 (Termination) has occurred or is likely to occur.

7. Defective Equipment

7.1 Upon notice being given by the Customer to Arjo or 1st Call that any Equipment rented from Arjo or 1st Call has become defective, if Arjo or 1st Call need to move or remove the Equipment (or any part of it) for repair:

7.1.1 Arjo or 1st Call will replace the Equipment during the period of repair with similar Equipment;

7.1.2 Arjo or 1st Call shall have a reasonable period of time from the date it receives notification that the Equipment is defective to provide such replacement Equipment (which period of time may, in some cases, be up to several weeks depending on the time required

to obtain replacement parts or Equipment);

7.1.3 Arjo or 1st Call shall use reasonable commercial endeavours, to supply on loan to the Customer equivalent Equipment while the Equipment or the part in question is being repaired or replaced.

7.2 Arjo or 1st Call will be entitled to enter the Customer's premises at all reasonable times to inspect, service or collect the Equipment;

7.3 All spare parts and replacement components supplied by Arjo or 1st Call shall become part of the Equipment and any parts and components removed from it shall become Arjo or 1st Call's property, unless otherwise agreed in writing between the parties;

7.4 If on investigation Arjo or 1st Call reasonably determines that any defect in or malfunction of the Equipment is the result of abuse, damage to or misuse of the Equipment while in the Customer's possession or under the Customer's control pursuant to this Agreement the Customer shall be liable for all costs incurred by Arjo or 1st Call in investigating the same and determining its cause, and will be liable to pay the cost of any repair of the Equipment.

7.5 Where Arjo or 1st Call elect to repair or replace any defective Equipment or where Arjo or 1st Call is to collect any Equipment after the termination of this Agreement for any reason, the Customer shall ensure that:

7.5.1 the Equipment is decontaminated and shall make the Equipment available to Arjo or 1st Call to collect or repair; and

7.5.2 inform Arjo or 1st Call of the infection status of the Equipment; and

7.5.3 where the Customer (or their agent) uninstalls the Equipment for collection or repair by Arjo, the Customer shall indemnify Arjo or 1st Call in full for any damage done to the Equipment or to any other property or for any injury caused to any person.

7.6 Where Arjo or 1st Call has received a notice from the Customer that Equipment is defective, and Arjo or 1st Call has informed the Customer on which date Arjo or 1st Call shall either collect or repair the Equipment in question, the Customer shall ensure that Arjo or 1st Call has access to such Equipment and in cases where Arjo or 1st Call is not able to gain access to the Equipment, Arjo or 1st Call reserves the right to charge the Customer a call out fee in accordance with its standard tariff from time to time in force.

7.7 Where Arjo or 1st Call inspects any Equipment subject to a claim that it is defective and determines that the Equipment is either not faulty or the reason that the Equipment is faulty is due to a factor outside of Arjo or 1st Call's control, the provisions of clause 13.5 shall apply.

8. Liability

8.1 Arjo or 1st Call does not exclude its liability:

8.1.1 for death or personal injury caused by its negligence, or

8.1.2 for breach of the terms implied by s 12 of the Sale of Goods Act 1979 and by s 2 of the Supply of Goods and Services Act 1982, or

8.1.3 for defective products under the Consumer Protection Act 1987, or

8.1.4 for fraud or fraudulent misrepresentation

8.1.5 under any indemnity given by Arjo or 1st Call hereunder

8.2 Arjo or 1st Call excludes its liability and will not be responsible for any damages, liabilities, injuries or claims (including any indemnification or product liability exposure to the Customer), in the event of:

8.2.1 any unapproved modification or alteration to the Equipment by the Customer or its employees or agents, or

8.2.2 any improper use of the Equipment by the Customer or its employees or agents, or

8.2.3 any failure of the Customer or its employees or agents to allow Arjo or 1st Call to perform annual scheduled preventative maintenance on the equipment or to allow Arjo or 1st Call to maintain and operate the Equipment in accordance with the applicable manuals and training.

8.3 Any liability of Arjo or 1st Call for damages related to any Equipment or otherwise related to or arising under or in connection with any order, quote, rental, installation, service or other agreement, whether arising from breach, negligence, indemnity, strict liability, tort or otherwise, and except in respect of any personal injury or death to any person caused by Arjo or 1st Call's negligence (for which no limit applies) the liability of Arjo or 1st Call shall be limited to an amount not to exceed the amount to be paid by the Customer for the rental of the Equipment.

8.4 Except as stated at 8.1, Arjo or 1st Call shall not be liable to the Customer by reason of any representation, or any express or implied warranty, condition or other term or any duty at common law for any:

8.4.1 loss of data or use; or

8.4.2 indirect, special or consequential loss, damage, costs or expenses which arise out of or in connection with the supply or installation of the Equipment (including any delay in supplying or failure to supply or install the Equipment) or their use by the Customer except as expressly provided by these conditions; or

8.4.3 loss of or failure to realise expected profit, revenue or savings or any other form of pure economic loss, whether any such loss is direct or indirect, and, in each case, however arising.

8.5 No possession, use, installation (by other than Arjo or 1st Call), operation, selection or return of any of the Equipment shall impose any liability or obligation for or on behalf of Arjo or 1st Call, other than arising from the negligence or misconduct of Arjo or 1st Call. Any action against Arjo or 1st Call under the Agreement or related to any Equipment or otherwise related to or arising under or in connection with any order, quote, rental, installation, service or other agreement must be brought within one (1) year after the cause of action accrues.

9. Arjo or 1st Call Indemnities

9.1 With the exception of Equipment which is modified or used by the Customer other than in accordance with this Agreement, Arjo or 1st Call will defend or, at its option, settle any action brought against the Customer arising from any claim that the use of the Equipment or receipt by the Customer of any services in accordance with this Agreement infringes any third party intellectual property right, and indemnify the Customer against all reasonable costs and expenses incurred by the Customer in connection with such claim.

10. Customer Indemnities

10.1 The Customer agrees to indemnify, protect and keep harmless Arjo or 1st Call, and its employees, agents, successors, assigns and affiliates ("Related Parties") from and against any and all liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs and expenses, including reasonable legal costs and fees, of whatsoever kind or nature, arising out of:

10.1.1 any breach of the Agreement by the Customer;

10.1.2 the possession, use, installation (other than by Arjo or 1st Call), operation, selection or return or loss of the Equipment, other than those claims arising from the negligence or the misconduct of Arjo or 1st Call;

10.1.3 infringement of patents, designs, copyrights, trademarks or trade names with respect to Equipment or other goods designed, manufactured or modified, wholly or partially, to

Customer's designs or specifications.

10.1.4 liability to any person caused by the addition to any Equipment supplied by Arjo or 1st Call of any part which is not an Arjo or 1st Call designated part and Arjo or 1st Call shall have no liability to the Customer for loss or damage or injury directly or indirectly caused by such addition.

10.2 The Customer's liabilities for loss of the Equipment do not cease until Arjo or 1st Call is in receipt of the Equipment and signed rental collection documentation;

11. Cancellations & Charges

11.1 Subject to the right of Customers who act in the capacity of consumers to return goods for refund under The Consumer Protection (Distance Selling) Regulations 2000 (and only if those regulations apply), no order placed by the Customer or the Customer's agent may be cancelled or amended unless it is specifically agreed by Arjo or 1st Call in writing. Equipment returned must be authorised in advance by contacting our customer support department and obtaining a collection or cancellation number and shall be subject to clauses 11.3 and 11.4 in any event.

11.2 Where Arjo or 1st Call agrees to accept cancellations and order amendments, the Customer hereby agrees to indemnify Arjo or 1st Call in full against any loss (including loss of profit), costs (including the costs of collection, transportation and all labour and materials used), damages, charges and expenses incurred by Arjo or 1st Call as a result of the cancellation or amendment.

11.3 Equipment returned will be subject to inspection, and Arjo or 1st Call reserves the right to charge the Customer a decontamination fee of £100 per piece of Equipment which Arjo, in its sole discretion considers to be contaminated in breach of clause 7.5 or if Arjo or 1st Call would be unable to sell, rent or otherwise dispose of the Equipment in that condition.

11.4 Call out charges and charges for abortive installations of Equipment, are agreed by the Customer to be a legitimate pre-estimate of the loss suffered by Arjo or 1st Call as a result of abortive installations, and will be as follows:

11.3.1 Abortive installation with no notice – up to £500

11.3.2 Abortive installation with 0 – 5 days' notice – up to £250

11.3.3 Call out charge – a sum calculated with reference to lost time, opportunity and resource costs to be determined by Arjo or 1st Call in each case.

11.5 Where the Customer damages or loses any Equipment which is being rented from Arjo, Arjo or 1st Call reserves the right to recover the full replacement value of the Equipment from the Customer (whether the Customer has insured the Equipment or not), and may recover such sums from time to time by invoicing the Customer accordingly, which sums will become payable within 30 days of that invoice.

12. Termination

12.1 Arjo or 1st Call may, without prejudice to any claim or right it may otherwise make or exercise and without payment of any compensation for any direct, indirect or consequential loss the Customer may suffer, terminate any agreement with the Customer forthwith by giving the Customer written notice if:

12.1.1 a petition is presented to wind the Customer up or the Customer enters into any liquidation (other than for a reconstruction or amalgamation) or a receiver or administrator is appointed in respect of any of the Customer's assets or the Customer enters into any composition or arrangement with the Customer's creditors or the Customer ceases to carry on business; or

12.1.2 the Customer commits any breach of this Agreement and fails to remedy it (if remediable) within fourteen days of receipt by the Customer from Arjo or 1st Call of a notice complaining of such breach.

12.1.3 at any time, pursuant to the background checks conducted as provided for herein, Arjo or 1st Call shall determine that the Customer does not meet its criteria to hire the Equipment on the terms of the Agreement or at any time, in the event of any default by the Customer or if the Customer fails to comply with any of its obligations under the Agreement. In the event of such termination by Arjo or 1st Call, there shall be no liability on the part of Arjo or 1st Call for any amount whatsoever.

12.1.4 In the event that Arjo or 1st Call is entitled to terminate this Agreement in accordance with this clause 12

12.1 the Customer shall immediately pay to Arjo or 1st Call all of the outstanding unpaid invoices and interest (if applicable) and, in respect of any Equipment supplied but for which no invoice has been submitted, Arjo or 1st Call may submit an invoice, which shall be payable immediately on receipt by the Customer.

12.2 If, at any time the Customer informs Arjo or 1st Call reasonably believes, that the Customer has or is likely to become subject to any of the event specified in this clause 12, or if the Customer shall fail to pay the price for the rental of the Equipment within the time permitted at clause 4.1, Arjo or 1st Call may:

12.2.1 Require the Customer (at the Customer's expense) to redeliver the Equipment to Arjo or 1st Call; or

12.2.2 if the Customer fails to do so promptly, enter any premises where the Equipment is stored to repossess it.

12.3 The Customer may terminate an order for cause in the event Arjo or 1st Call breaches its obligations under clause 7.1 (Defective Equipment) of the Agreement; provided, however, that Customer may only terminate an order if Arjo or 1st Call, following receipt of notice of defective Equipment in accordance with clause 7.1, does not cure any such breach within a reasonable period of time (which may, in some cases, be the standard lead time required to obtain parts or Equipment).

12.4 The Customer may terminate an order without cause once the minimum rental period for the Equipment has expired. For the avoidance of doubt, unless the Customer has cancelled an order in accordance with clause 11 and obtained cancellation confirmation from Arjo or 1st Call, the Customer shall remain obliged to continue to pay all rental charges for any such Equipment.

13. Installation

13.1 In relation to the installation, fitting or placement (together 'installation') of any Equipment (whether or not such Equipment has already been delivered), Arjo or 1st Call reserves the right to:

13.1.1 deliver an installation requirements document to the Customer setting out what actions Arjo or 1st Call shall carry out and what actions the Customer is required to carry out to effect an installation of rented Equipment

13.1.2 charge the Customer for the installation of any Equipment which is fitted, placed or otherwise installed;

13.1.3 undertake a survey of the site of installation of Equipment prior to the delivery and/or installation of any Equipment to satisfy itself that the location for the Equipment is suitable;

13.1.4 cancel any agreement for the rental or installation of any Equipment or the provision

of any service if, in Arjo or 1st Call's absolute discretion it shall consider the performance of the Agreement not to be feasible or that any item to be installed could not be safely used.

13.2 If Arjo or 1st Call is unable to undertake a survey assessment for any reason outside of Arjo or 1st Call's control Arjo or 1st Call reserves the right to undertake a survey assessment once the location is available, and clauses 13.1.3 and 13.1.4 shall apply in these circumstances.

13.3 Arjo or 1st Call shall be entitled to charge the Customer an abortive installation fee in accordance with clause 11.4 in the event that any Equipment is not able to be delivered or installed to Arjo or 1st Call's reasonable satisfaction if the Customer shall not provide Arjo or 1st Call with:

13.3.1 access to the premises to which any Equipment is to be delivered and/or installed; or
13.3.2 correct information with regard to the installation of Equipment, whether or not Arjo or 1st Call has undertaken a survey assessment, per clause 13.1.3.

13.4 Arjo or 1st Call reserves the right to charge the Customer for any work or parts or additional work or any additional parts, or for storage (if necessary) required in accordance with its standard tariff from time to time in force, where:

13.4.1 any additional work or parts are required to install any Equipment which work or parts are outside the work and parts to be provided for within the original scope of an installation; or

13.4.2 the Customer (or their agent) installs or modifies any Equipment incorrectly, requiring Arjo or 1st Call to carry out work to rectify or repair Equipment; or

13.4.3 Arjo or 1st Call spends any time or costs as a result of any Customer act or omission, which costs, are not already provided for in any quote for work provided by Arjo.

13.5 Arjo or 1st Call shall not be responsible for circumstances outside its control, which affect the performance of the Equipment once Equipment has been installed and commissioned to Arjo or 1st Call's reasonable satisfaction. Arjo or 1st Call reserves the right to inspect any Equipment which the Customer reports a fault with and in circumstances where the cause of the fault with any Equipment does not relate to the Equipment or the installation of the Equipment, Arjo or 1st Call reserves the right to charge a call out fee in accordance with clause 11.4 and in addition all invoices for delivery and installation remain payable per clause 3.6.

13.6 In relation to the invoicing of charges for installation of Equipment:

13.6.1 The Customer notes and agrees that the cost of installation of Equipment is separate and distinct from the cost of any Equipment ordered for rental;

13.6.2 Whereas an invoice is issued by Arjo or 1st Call for any Equipment upon the dispatch of the Equipment for rental, an invoice for the installation of Equipment is issued upon successful installation of Equipment by Arjo. Queries in relation to invoices raised for both Equipment and installation of Equipment are dealt with per clause 3.6;

13.6.3 Per clause 2.7 above, Arjo or 1st Call will provide the Customer with a POI document and a commissioning certificate which Arjo or 1st Call shall require the Customer to counter-sign. It shall be the responsibility of the Customer to retain the POI and the commissioning certificate and it shall be not acceptable for the Customer to withhold or delay payment for any Equipment or the installation of Equipment pending receipt of a copy POI or commissioning certificate. In circumstances where the Customer fails to pay invoices within the period stated at clause 3.6 or otherwise as agreed by Arjo or 1st Call may charge the Customer in accordance with clauses 2.7, 3.6 and 4 above.

14. Modifications

14.1 Arjo or 1st Call reserves the right to modify any design or specification or to use materials different to those specified and to enter upon the Customer's premises upon giving the Customer reasonable notice to make modifications to Equipment.

14.2 Arjo or 1st Call reserves the right to make any changes in the specification of the Equipment or the provision of any Services which are required to conform with any applicable statutory or EU requirements or, where the Equipment is to be supplied to the Customer's specification, which do not materially affect their quality or performance and to enter upon the Customer's premises upon giving the Customer reasonable notice to make modifications to Equipment.

15. Force Majeure

15.1 Should the manufacture, delivery or installation of any Equipment or any part thereof whether by Arjo or 1st Call or any contractor or carrier be prevented or hindered for a continuous period in excess of one month due to any cause beyond the reasonable control of Arjo or 1st Call then, Arjo or 1st Call shall have the right to suspend or cancel any obligation then unperformed without prejudice to any of Arjo or 1st Call's rights including the right to payment in respect of any Equipment supplied prior to such suspension or cancellation. Arjo or 1st Call shall not be liable for any direct, economic or consequential loss (including loss of profits, revenue or goodwill) that Customer may suffer.

16. Waiver

16.1 No waiver by Arjo or 1st Call of any breach of the Agreement by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provisions.

17. Notices

17.1 Notices under this Agreement will be in writing and sent to registered address of the receiving party. They may be given, and will be deemed received:

17.1.1 by first-class post: two Business Days after posting;

17.1.2 by airmail: seven Business Days after posting;

17.1.3 by hand: on delivery;

17.1.4 by facsimile: on receipt of a successful transmission report from the correct number, and

17.1.5 by e-mail: on receipt of a delivery or read return mail from the correct address.

18.0 Invalidity

18.1 If any provision of this Agreement is held by the court or other competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Agreement and the remainder of the provision in question shall not be affected.

19.0 Assignment

19.1 Neither the Agreement nor any obligations under the same may be assigned by either party without the express written consent of the other party, and any attempt to do so will be void; except that Arjo or 1st Call may assign any benefit to any subsidiary, affiliate or holding company of Arjo's Group from time to time and the Customer hereby expressly grants its consent to the novation of any obligation arising hereunder to any subsidiary, affiliate or holding company of Arjo's Group from time to time.

20.0 Contracts (Rights of Third Parties) Act 1999

20.1 Arjo or 1st Call may use third party subcontractors or affiliated entities to provide certain Equipment or perform certain of services. The terms and conditions of the Agreement shall inure to the benefit of and be binding upon the respective successors and

permitted assigns of the parties. Except as expressly provided herein, nothing is intended to confer upon any party, other than the parties hereto, any third party beneficiary rights or any other rights, remedies, obligations or liabilities under or by reason of the Agreement.

21.0 Money Laundering & Anti-Bribery Procedures

21.1 The Customer shall provide all necessary co-operation to as to ensure that Arjo or 1st Call is able to meet its obligations under The Proceeds of Crime Act 2002, The Money Laundering Regulations 2007 and The Bribery Act 2010 and shall itself comply with such obligations.

22.0 Entire Agreement

22.1 The T&Cs constitute the entire agreement and understanding of the parties as to the subject matter of the Agreement. They supersede any prior agreement or understanding between the parties and no variation of the T&Cs or any other document shall be binding unless agreed in writing.

23.0 Law & Jurisdiction

23.1 The Agreement and its performance is governed in all respects by English law and the English Courts shall have non-exclusive jurisdiction over any dispute or difference arising out of or in connection with the Agreement.