1. APPLICATION

This Agreement shall apply to all contracts for the sale of goods by BHOT Healthcare Ltd ("the Company") whose legal address is Pioner House, Pioneer Business Park, North Riddlesden, Ilkley, West Yorkshire LS29 7AD, to any buyer ("the Customer") and to every manufacturer or retailer of any goods supplied by the Company directly or by any person to whom he or she is supplied, or on whose behalf he or she is supplied, and the Customer or his supplier shall be bound by the terms of this Agreement even if such a person is not a party to this Agreement. The Customer may be required to acquire from the Company goods which are imported or procured by the Company or sold or supplied by the Company to them on any terms of sale, purchase or supply which are applicable to such goods and, in any event, the Customer shall be bound by any such terms, conditions or restrictions, which are applicable to such goods or to the sale or supply of such goods. The Customer shall in no case be entitled to vary, vary or change the terms and conditions of this Agreement, any amendment or modification of this Agreement or the terms and conditions of this Agreement shall not be binding upon the Company unless the Company has given the Customer in writing its written consent thereto.

2. QUOTATIONS

A quotation by the company does not constitute an offer and may be revoked or withdrawn at any time prior to the Company’s acceptance of this quotation, unless the Company has made any express or implied reservation of the right to vary or change the terms and conditions of the quotation. The Customer’s acceptance of the Company’s quotation shall only be upon condition that the Customer’s order is placed with the Company in writing. The Company shall not be bound to accept any order which does not comply with all the conditions of the quotation.

3. PRICE

Prices payable for the goods shall be the amount shown on the Company’s printed price list or invoice. The Company reserves the right to increase prices at any time before or after acceptance of any order stated in the quotation to cover increases in the cost to the Company of providing the goods. In the event of a change in the VAT rate, the price of the goods shall be increased accordingly. The Company shall be entitled to charge the Customer for any additional cost, other than the cost of the goods, which the Company incurs in connection with the supply of the goods hereunder. The Company reserves the right to charge a surcharge for instalments or credits, or to make such charges as the Company may reasonably deem to be necessary in connection with the supply of the goods hereunder. The Company reserves the right to charge any additional cost which may be incurred by the Company in providing any additional services or facilities to the Customer. The price paid shall be exclusive of any value added tax or other tax chargeable on the supply of the goods.

4. PACKAGING CHARGES

Provision is made in the price charged for packaging and delivery of the goods supplied by the Company. Any associated charges.

5. TITLE RESERVATION

The title to the property in the goods shall pass to the Customer on receipt of the full price of the goods, unless it is otherwise agreed in writing between the parties.

6. RISK

The risk in the goods shall pass to the Customer as follows:

(i) For goods delivered into the possession of the Company in the United Kingdom, upon delivery to the Customer or upon the Customer's failing to collect the goods within the time limit agreed in writing between the parties, or if the Customer fails to arrange for the delivery of the goods, the risk in the goods shall pass to the Customer on the goods becoming available to the Company for delivery to the Customer and not being collected within such time as may be agreed in writing between the parties.

(ii) For goods delivered to any address outside the United Kingdom, upon delivery to the Customer.

7. PACKAGE CHARGES

The Company reserves the right to add a reasonable charge for packaging or packing or for the delivery of the goods in packs with a bulk weight of more than 20 kg.

8. TITLE RESERVATION

The title to the goods shall pass to the Customer on receipt of the full price of the goods, unless it is otherwise agreed in writing between the parties.

9. RETURN OF GOODS

The Company reserves the right to refuse any goods in respect of which payment is outstanding and to return the same to the Customer at the Customer's expense unless such goods are returned in their original condition and packaging and in accordance with the conditions specified in this Agreement.

10. INVOICE SERVICE

The Company reserves the right to charge the Customer for any additional cost which may be incurred by the Company in providing any additional services or facilities to the Customer.

11. RETURN OF GOODS

The Company reserves the right to refuse any goods in respect of which payment is outstanding and to return the same to the Customer at the Customer's expense unless such goods are returned in their original condition and packaging and in accordance with the conditions specified in this Agreement.

12. THIRD PARTY RIGHTS

The Company is not liable for any infringement of any of its registered or patented rights or any intellectual property rights of any third party.

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