

SIGVARIS GROUP Britain

Terms and Conditions of Sale

1. Our contract

1.1 These Terms and Conditions govern the supply of goods sold by SIGVARIS Britain Ltd (No. 2724989) of 1 Imperial Court, Magellan Close, Andover, Hants, SP10 5NT ('we' and 'us') to the customer ('you') and constitute the entire and only agreement between us in relation thereto.

1.2 All orders placed are subject to acceptance by us by delivery of the goods to you at which point a legally binding contract is constituted between us. The processing of your payment and acknowledgment of your order does not constitute legal acceptance of your order.

2. Price and payment

2.1 The price payable for the goods you order is as set out in our current price lists, plus any charges for delivery as advised to you.

2.2 On occasion, the prices payable of goods advertised on our web site may differ from those prices offered in the then current price list and we are under no obligation to honour any web site price if there is such a difference.

2.3 Occasionally an error may occur with our web site and goods may be incorrectly priced in which circumstances we will not be obliged to supply the goods at the incorrect price.

2.4 Subject to clause 2.5, we must receive payment for the whole of the price of the goods you order, and any applicable charges for delivery, before your order can be processed unless we have agreed otherwise in advance in writing.

2.5 If you are an account customer, payment shall be made in full at the end of the month following the date of invoice, unless otherwise agreed in writing. Time shall be of the essence for payment. We may revoke credit if you fail to make payment when due. If payment is not made when due, interest is payable at the rate of 5 per cent over NatWest's then current base rate on the amount outstanding from the due date for payment until receipt by us of the full amount (including any accrued interest) whether before or after judgement, together with any reasonable legal or other recovery costs. You are responsible for orders placed by your authorised employees and you must inform us in writing as soon as a relevant employee is no longer authorised by you to place and receive orders.

2.6 Failure to adhere to these terms (clause 2.5) will render any negotiated discounts null & void.

3. Delivery and title

3.1 Unless you order and collect the goods from our warehouse in person, we will deliver them in accordance with your order, and usually within the stated delivery time. A valid signature will be required on collection/delivery. In the unlikely event that you have not received all the goods within the stated delivery time, you must notify us in writing, within 14 days of date of order. You must not schedule or commence any treatments until after you have received your order and checked all the goods for any defects.

3.2 Upon delivery of the goods to you, the goods shall be at your risk. Despite delivery having been made, title in the goods shall not pass to you until you have paid the price for the goods in full and no other sums whatsoever shall be due to us from you. Until title in the goods passes from us, you shall hold the goods on a fiduciary basis as bailee and shall store the goods at your own cost separately from all other goods in your possession and marked in such a way that they are clearly identified as our property.

4. Availability

While we endeavour to hold enough stock to meet all orders, if we have insufficient stock to supply or deliver the goods ordered we may, at our discretion, supply or deliver a substituted product. Invoices will only be raised on despatch of goods, and any returns will be subject to clause 5.

5. Cancellation and returns

5.1 You may cancel your order by giving us notice up to the date of despatch, excepting special orders (e.g. Custom Made, Modifications and other exceptional orders), which cannot be cancelled. Notice may be given by telephone (followed up by email confirmation), or email. If you are cancelling because of any problem with the goods, please notify us of the problem at the time of cancellation.

5.2 All returns for whatever reason, must be accompanied by a returns number obtainable from our Customer Services Department. You must return the goods to us at your cost unless agreed otherwise.

5.3 We will meet the cost of the return of incorrectly supplied goods by supplying a 'goods return label'. We will not refund any other cost of return. Where the goods are being requested to be returned because they are faulty, without exception photographs and lot numbers must be provided in order to facilitate a replacement. Faulty goods will not be accepted without a returns number (see 5.2).

5.4 Unwanted goods will be accepted for review and possible credit up to 3 months from the purchase date. Goods returned after 1 month will be subject to a 15% re-stocking fee. Goods must be unworn and in a re-saleable condition.

5.5 All returns (other than faulty goods) must be accompanied by the original purchase order number or 'SIG' number (which can be found on the original despatch note).

5.6 Refunds will be made at the rate the item was originally invoiced, and in the case of products with a 'use by' date, must have at least 9 months available for wear before expiry of the 'use by' date.

5.7 No credits will be issued for unwanted goods in the case of the customer's account being in arrears.

6. Liability

6.1 If you have notified us of a problem with the goods within 30 days of delivery, we will (subject to clause 4) either make good any shortage or non-delivery, upon return to us, replace or exchange any goods that are damaged or defective upon delivery, or refund to you the amount paid by you for the goods in question (subject to clause 5.8).

6.2 We will not be liable to you for any loss of profits, administrative inconvenience, disappointment, indirect or consequential loss or damage arising out of any problem in relation to the goods and we shall have no liability to pay any money to you by way of compensation other than any refund we make under these conditions

6.3 This does not affect your statutory rights if you are a consumer, nor is it intended to exclude our liability to you for fraudulent misrepresentation or for death or personal injury resulting from our negligence.

6.4 Goods are intended for use in the UK and we make no warranties that the goods are suitable for use outside the UK, or comply with any laws, regulations or standards of any jurisdiction outside the UK.

6.5 SIGVARIS shall have no liability regarding mis-measurement or the incorrect use of compression hosiery.

7. Limited companies – guarantee

7.1 Those signing the Credit Account Application Form on behalf of limited companies do so as guarantor and irrevocably undertake to guarantee the payment of all monies owing to us by the relevant limited company if the limited company cannot meet its obligations.

7.2 If the limited company goes into receivership, liquidation or administration the guarantor will pay to the receiver, liquidator or administrator, as the case may be, such sum as will enable him to pay all monies owed to us by the limited company.

8. Termination

We may suspend further supply or delivery, stop any goods in transit or terminate our contract by notice in writing to you if you are in breach of an obligation hereunder or you become unable to pay your debts when they fall due or proceedings are commenced by or against you alleging bankruptcy or insolvency. Upon termination, your indebtedness to us becomes immediately due and payable and we shall be under no further obligation to supply goods to you.

9. Force majeure

We shall have no liability to you for any failure or delay in supply or delivery or for any damage or defect to goods supplied or delivered hereunder that is caused by any event or circumstances beyond our reasonable control (including, without limitation, strikes, lockouts, other industrial disputes and terrorism).

10. General

If any part of these conditions is invalid, illegal or unenforceable (including any provision in which we exclude our liability to you) the validity, legality or enforceability of any other part of these conditions will not be affected. This contract shall be governed by and interpreted in accordance with English law.

11. Samples

Any product samples, swatches, display legs, devices or similar will be on loan and remain the property of SIGVARIS and must be returned upon request.

12. GDPR

12.1 Scope and purpose of the processing of personal data, categories of personal data as well as rights and obligations of the Client result from the agreement stipulated between SIGVARIS and the Client. This Agreement including these Terms and Conditions constitute the written instructions of Client relating the processing of personal data.

12.2 SIGVARIS processes personal data confidential. SIGVARIS has appropriate technical and organizational measures in place to ensure an adequate level of security while processing personal data. SIGVARIS will enable the Client - upon adequate prior notice - to verify the measures taken by means of a paper-based review by a recognized independent service provider jointly appointed, whereas the costs of the service provider shall be borne by the Client.

12.3 SIGVARIS may subcontract the processing to other entities of the SIGVARIS Group or further subcontractors. The agreements with subcontractors shall be in written form and contain materially the same stipulation regarding the processing of personal data. Client may request a list of subcontractors relevant to it at any time with SIGVARIS.

12.4 SIGVARIS is entitled to transfer personal data of the customer to third countries. If it concerns countries, which do not have an adequate level of data protection, SIGVARIS has ensured suitable guarantees for the protection of personal data in advance.

SIGVARIS Britain Ltd

1 Imperial Court, Magellan Close,
Andover, Hampshire, SP10 5NT

01264 326 666

sigvaris.com

With 160 years of expertise within medical compression wear, SIGVARIS GROUP is dedicated to help people feel their best. Every day.

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GROUP