

Terms and Conditions of Sale

1 INTERPRETATION

- 1.1 'Conditions' means these Terms and Conditions of Sale
'The Company' shall mean Careline Care Ltd.
'The Customer' shall mean any person, firm or company ordering products from the Company.
'Products' shall mean the range of products from time to time contained in the Company's Price List current at the date of any order or quotation.
- 1.2 These Conditions will apply to all orders received by the Company for the supply of the Products in the United Kingdom and replace all previously published conditions.

2 PRICE

- 2.1 The price of the Products ('the price') shall be that Stated in the Company's quotation or, where there no price has been quoted, the price listed in the Company's Price List from time to time applicable. (Any quotation shall remain valid for 30 days only)
- 2.2 All prices quoted are subject to VAT at the standard rate prevailing at the date of supply.
- 2.3 The Company reserves the right to apply a carriage and packing charge on all orders below £500 in value and on orders received from and delivered to Customers at a frequency of more than once a week on the instruction of the Customer

3 ORDERS

- 3.1 Orders accepted only at the discretion of the Company and at the price prevailing in the Company's Price List at the date of acceptance.
- 3.2 No order which has been accepted by the Company may be cancelled by the Customer except with the prior written consent of the Company which may be given on such terms as the Company shall in its sole discretion determine.
Cancellation of order (rental contract) 3 months (Three) notice is required from the client.

4 WARRANTIES

- 4.1 Subject as expressly provided in these conditions, and except where the Products sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977) any conditions or warranties (whether express or implied by statute or common law or arising from the conduct or previous course of dealing or trade, custom or usage) are hereby excluded to the fullest extent permitted by law.

5 REPRESENTATIONS

- 5.1 No date, description, information, warranty, condition or representation whether made verbally or contained in any catalogue, Price List, advertisement or other written communication made by the Company its agents or employees shall be construed so as to enlarge, vary or override in any way these Conditions.

6 PAYMENTS

- 6.1 The Company may raise an invoice at any time following delivery of the goods and payment shall be due within 30 days from the date of the invoice.
- 6.2 In the event of failure to pay by the due date the Company shall at its option suspend any further deliveries and/or recover the Products in accordance with the rights contained on Clause 8.4.
- 6.3 Alarm & GPS watch rental payment shall be quarterly (3months) in advance

7 DELIVERY

- 7.1 The date of delivery of the Products is the date on which the Company informs the Customer that the Products are ready for collection at the Company's premises or the date on which the Company delivers or attempts to deliver the products to the warehouse/site or other place nominated by the Customer in the order
- 7.2 Any dates quoted for delivery of the products are approximate only.
- 7.3 The Company will not be liable for any delay in delivery or failure to deliver except in the event of wilful default.

8 PASSING OF RISK AND PROPERTY

- 8.1 The risk of damage or loss of the products shall pass to the Customer at the time of delivery.
- 8.2 Notwithstanding delivery and the passing of risk the property in the Products shall remain with the Company until payment for the Products has been received in full in cleared funds.
- 8.3 Until such time as property in the Products passes to the Customer the Customer shall hold the Products as the Company's fiduciary agent and Bailee and shall keep the Products separate from those of the Customer and third parties and properly stored, protected, insured and identified as the Company's property.
Until that time the Customer shall be entitled to resell or use the Products in the ordinary course of its business, but shall account to the Company for the proceeds of sale or otherwise of the Products, whether tangible or intangible, including insurance proceeds and shall keep all such proceeds separate from any monies or property of the Customer and third parties and, in the case of tangible proceeds, properly stored, protected and insured.
- 8.4 Until the property in the Products passes to the Customer (and provided the Products are still on existence and have not been re-sold) the Company shall be entitled at any time to require the Customer to return the Products and, on failure to do so, to enter upon the premises of the Customer or any third party where the Products are stored and repossess the Products.
- 8.5 The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Products which remain the property of the Company.
- 8.6 If the Customer does so pledge or charge any of the Products which remain the property of the Company all monies owing by the Customer to the Company shall (without prejudice to any other right or remedy of the Company) forthwith become due and payable.
- 8.7 Tracking fixes via GPS and mobile phone coverage of any devices are not the responsibility of the company these are third party provisions.
- 8.8 Unavailability or failure of telecommunications network of the connected watch howsoever caused;
- 8.9 Unavailability or inaccessibility of the connected watch's line;
- 8.10 Failure of the connected watch's battery howsoever caused (battery insufficiently charged, ...)
- 8.11 Failure of geo-tracking of the connected watch howsoever caused;
- 8.12 Improper use of the connected watch, non-complaint use of the watch regarding its teleassistance function;
- 8.13 In the event of the theft or lost of the connected watch.

9 DAMAGE OR LOSS IN TRANSIT

- 9.1 Claims based on any defect in the quality or condition of the Products will only be considered if notified in writing to the Company within 3 days of the date of delivery.
- 9.2 Claims for non-delivery of the Products will only be considered if notified in writing to the Company within 7 days of the date of the invoice.
- 9.3 The Company shall not be liable to the Customer or deemed to be in breach of any Conditions by reason of any delay in performing, or any failure to perform any of the Company's obligations in relation to the products, if the delay or failure is due to any cause beyond the Company's reasonable control.

10 CONSEQUENTIAL LOSS

- 10.1 Except in respect of death or personal injury caused by the

Company's negligence, the Company shall not be liable to the Customer by reason of any representation, or any implied warranty, condition or other terms, or any duty at common law, or under the express terms of these Conditions, law, for any consequential loss or damage (whether for loss of profits or otherwise) costs, expenses or other claims for consequential or other compensation whatsoever (and whether caused by the negligence of the Company, its employees or agents or otherwise) which arise out of or in connection with the Products or the use or resale by the Customer of the Products, except as expressly provided herein.

10.2 For the avoidance of doubt and subject to 10.1 above the maximum liability of the Company hereunder for any loss or damage of whatsoever nature howsoever caused shall be limited to and in no circumstances shall exceed the Price.

10.3 Loss of the Alarm & GPS watch will be charged to the customer at 6 (six) month rental

11 RETURNS

11.1 The Company will in no circumstances entertain a request to return the Products unless they are in the opinion of the Company:

11.1.1 They are in a good and sealable condition

11.1.2 Where temperature controlled storage is indicated, there is written evidence satisfactory to the Company of storage at correct temperature and

11.1.3 Packaging and security seals have not been tampered with

12 PATENTS AND TRADE MARKS

12.1 Nothing in these Conditions shall be construed as granting or implying the grant of any licence under patent or trade mark rights or any other industrial property rights held by the Company anywhere in the world to any person, and the Company shall be entitled to exercise such patent or trade mark rights and/or other industrial property rights to the fullest extent legally permissible at the time of such exercise.

13 LAW

13.1 These Conditions shall be governed by the Laws of England