

DURBIN TERMS AND CONDITIONS OF SALE

1. All goods are supplied on condition that they are consigned to the registered premises of a health-care user. All goods are subject to availability at the time of despatch.
2. All non-EC goods are supplied on strict condition that: a) the final recipient is located outside the European Community, and that b) either the goods are directly exported by Durbin to a destination outside the EC, or any recipient within the EC is the direct exporter of the goods and will not distribute or sell them to any third party in the EC. This is a legal requirement and may not be waived under any circumstances.
3. Customers may be held liable for additional costs arising from alteration or cancellation of an order.
4. Goods exported outside the European Community are not subject to UK VAT. Where recipient's VAT number is shown on the order form, goods sent to EC countries will not be subject to UK VAT. If goods are collected or delivered within the UK, VAT will be chargeable.
5. Invoices are payable within 30 days. New customers will normally be expected to make payment with order.
6. Durbin makes no representation as to the suitability of products for any particular purpose and any warranty or condition to that effect, express or implied by statute, common law, usage or otherwise, is hereby excluded.
7. No responsibility can be accepted by Durbin for failure to deliver due to war, Act of God, strike, lock out, fire, storm, tempest, Government actions, riot, civil commotion or any circumstances beyond our control. Any claim for damage, shortage etc. must be notified to Durbin in writing within 14 days of delivery. Non arrival of goods must be notified to Durbin within 14 days of expected date of arrival. Under no circumstances will Durbin's liability in respect of any order exceed an amount equal to the invoiced price of the goods.
8. CUSTOMERS ARE RESPONSIBLE FOR ENSURING THAT GOODS ORDERED COMPLY WITH LOCAL IMPORT REGULATIONS. DURBIN PLC CANNOT BE HELD LIABLE FOR GOODS IMPOUNDED, CONFISCATED, DESTROYED OR REFUSED ENTRY INTO ANY COUNTRY THROUGH LACK OF COMPLIANCE WITH REGULATIONS OR FAILURE TO OBTAIN AN IMPORT LICENCE OR PRESHIPMENT INSPECTION.

WHERE AN IMPORT LICENCE OR PRESHIPMENT INSPECTION IS REQUIRED A PROFORMA INVOICE CAN BE SUPPLIED FOR THIS PURPOSE.