

## YoYo Europe Ltd Sale of Goods Terms and Conditions

These terms and conditions are the basis on which YoYo Europe Ltd, Company Number 58565122 (trading as YoYo Dental, YoYo Assist and YoYo Direct), 8 Harworth Enterprise Park, Brunel Close, Harworth, Doncaster, DN11 8SG contracts with you (the buyer) for the sale of goods. Throughout this document YoYo Europe Ltd is referred to as YoYo.

### 1 Acceptance of Terms & Conditions

1.1 YoYo shall sell and the buyer shall purchase the goods in accordance with any written quotation of YoYo which is accepted by the buyer, or any written order of the buyer which is accepted by YoYo, subject in either case to these conditions, which shall govern the contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made by the buyer.

1.2 No variation to these conditions shall be binding unless agreed in writing between the authorised representatives of the buyer and YoYo.

1.3 Any typographical, clerical, graphical or other error or omission on any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by YoYo shall be subject to correction without any liability on the part of YoYo.

### 2 Prices and Payment of Goods

2.1 Prices quoted are current at time of publishing and are exclusive of VAT which will be added at the current rate. YoYo reserves the right to amend these published prices at any time at its absolute discretion, including but not limited to correction of clerical errors.

2.2 Payment is due by as defined on the invoice issued.

2.3 Payment can be made by:- Cheque payable to YoYo Europe Ltd & Company BACS .

2.4 If the buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to YoYo, YoYo shall be entitled to:-

2.5 Cancel the contract or suspend any further deliveries to the buyer;

2.5.1 Appropriate any payment made by the buyer to such of the goods (or the goods supplied under any contract between the buyer and YoYo) as YoYo may think fit (notwithstanding any purport appropriation by the buyer); and

2.5.2 Charge the buyer interest (both before and after any judgement) on the amount unpaid, at the rate of 2% per annum above the base rate from time to time of Natwest Bank PLC until payment in full is made.

### 3 Risk and Property

3.1 Risk of damage to or loss shall pass to the buyer at the time of delivery or, if the buyer wrongfully fails to take delivery of the goods, the time when YoYo has tendered delivery of goods.

3.2 Notwithstanding delivery and the passing of risk in the goods, or any other provision of the conditions, property in the goods shall not pass to the buyer until YoYo has received in cash or cleared funds payment in full of all debts due by the buyer to YoYo.

3.3 Until such time as the property in the goods passes to the buyer, the buyer shall hold the goods as YoYo's fiduciary agent and shall keep the goods in good and substantial repair condition and separate from those of the buyer and third parties and properly stored, protected and identified as YoYo's property.

3.4 Each contract for the sale or supply of goods shall be treated as a separate contract.

3.5 Until YoYo receives payment in full of all monies due by the buyer, the buyer shall not have nor shall it allow any party to acquire an interest in the goods or title to them and without prejudice to the generality thereof the buyer shall not pledge, part with possession of, or allow any charge, lien or other encumbrance to affect the goods or the goods to be installed as a fixture of any property.

3.6 In the event of the buyer failing to make payment in accordance with these conditions YoYo shall have the right to retake possession of and permanently retain any goods which are unpaid and to revoke all liability of YoYo to the buyer under any contract relating to such goods. Further, the buyer shall permit YoYo, its employees or agents to enter any premises in which the goods are housed and to remove the goods and shall pay all reasonable costs incurred by YoYo in effecting such entry and removal and the transport of the same to YoYo's premises.

### 4 Delivery of Goods

4.1 YoYo shall make every effort to despatch all orders in accordance with the customer expectation. Delivery is by YoYo Engineer or agent, first class post or carrier to mainland UK. Certain mainland destinations in Scotland and non-mainland destination will not receive next day delivery.

4.2 Shortages and breakages must be reported to YoYo within 3 working days of receipt of the goods. Non delivery of goods must be notified within 5 working days of receipt of an invoice or statement.

4.3 YoYo reserves the right to make a charge for special delivery instructions which incur additional cost, and in particular where deliveries are made direct to the customer by other suppliers and charged to YoYo.

4.4 YoYo will invoice, all carriage, packing, charges, tax and other duties on any order to be delivered outside the UK.

4.5 The time of delivery will not be the essence of the agreement. YoYo will not be held liable for any delay in delivery or the consequences of such delay.

4.6 Equipment with a value in excess of £500 will only be delivered once an order confirmation document has been signed by the buyer and accepted by YoYo.

4.7 YoYo will make every effort to carry out equipment installation work at times agreed with the buyer but cannot be held responsible for delays or default in installing equipment arising on the part of the buyer or any other reason outwith the control of YoYo. In cases of delay or default by the buyer, or their agents, YoYo reserves the right to charge storage charges for the equipment.

4.8 Installation of goods to be financed by lease or lease purchase will not be carried out until an appropriate financing agreement had been entered into and confirmed by YoYo.

4.9 Where the goods are not the subject of a financing agreement, YoYo may require a non-refundable deposit of the total contract price for the installation of goods, prior to installation being carried out.

4.10 Prior to installation of the goods, the buyer will be responsible for compliance with current health and safety legislation and provision of suitable utility connections.

### 5 Returned Goods/Cancelled orders

5.1 Returned goods will be accepted for credit within 30 working days from date of delivery provided they are accompanied by a Returns Advice Note.

5.2 Returned goods lost or damaged in transit to YoYo will not be credited. YoYo has no liability in such instances.

5.3 Returned goods will only be accepted for credit or exchange if the goods are in a readily saleable condition, unused and in original packaging.

5.4 Sterile and/or pharmaceutical products will only be accepted for return for the following reasons:- to correct an error in delivery or ordering and providing goods are returned within 7 days of receipt. ii in response to a product batch recall instigated by the manufacturer iii products or packages are alleged to be faulty.

5.5 Goods, which require to be stored under temperature controlled conditions cannot be accepted for return.

5.6 Goods not normally stocked by YoYo which are specially ordered at the request of the buyer cannot be accepted for return.

5.7 Subject to the above conditions YoYo will credit returned goods at an amount equal to that which the buyer paid for the goods.

5.8 YoYo reserves the right to charge a handling charge on returned goods.

5.9 In the event of a verbal or written cancellation by the buyer of any order placed then any deposits paid will not be refunded.

### 6 Limitation of Liability

6.1 In no event shall YoYo's liability in contract, delict, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of this contract, exceed the value of the Goods which are the subject of such a claim and, without prejudice to the generality of the foregoing, YoYo shall not be liable for (a) indirect or consequential loss or damage including loss of profits, revenue, opportunity, turnover or expenditure howsoever caused; or (b) any claims howsoever arising in respect of Goods which have been used after leaving YoYo's premises. The buyer will determine the suitability of the Goods for their intended use and will not rely on any representations, express or implied, made by or on behalf of YoYo.

6.2 YoYo shall not be liable in respect of any loss or damage caused by delay or failure to perform any part of the contract arising out of any circumstances outside YoYo's reasonable control (including without limitation, fire, abnormal weather conditions, civil disorder, war, theft, industrial dispute, perils of sea, legislative or executive action, breakdown of machinery, total or partial failure of water, electrical or other power supplies, delay by suppliers, carriers or their sub-contractors or agents or liability to obtain materials or manufacturing services from usual sources, currency or licence regulations, inability to obtain import or export licences).

### 7 Force Majeure

7.1 YoYo shall not be liable for any delay or other failure to perform any part of the contract as a result of factors outside YoYo's control.

### 8 Set Off

8.1 The buyer shall not be entitled to withhold payment of any sum due to YoYo under this or any other contract in relation to any claim made against YoYo whether under this contract or otherwise. The buyer has no right of set-off or compensation against YoYo in respect of any claim whatsoever.

### 9 Governing Law

9.1 Any contract entered shall be governed by the law of England and shall be subject to the non-exclusive jurisdictions of the courts of England and to which the buyer, by acceptance of these conditions, agrees to submit.

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