Your attention is drawn to the following statement: This is a custom-made medical device that has been manufactured to satisfy the attributes, characteristics, properties and features specified by the prescriber for the above named patient. This medical device is intended for exclusive use by this patient and conforms to the relevant requirements specified in Annex I of the Medical Devices Directive and the United Kingdom Medical Devices Regulations. This statement does not apply to medical devices that have been repaired and/or refurbished for an individual patient’s use. It is recommended that before use this medical device is stored in a clean and safe environment that prevents it from coming into contact with materials, equipment, acids, alkalies or bleaches that could cause physical or chemical damage. It should not be subjected to extreme temperatures during storage. Where applicable you should take care not to damage the device when removing it from its model. Instructions regarding how to clean this device may be obtained from the prescriber. If this device is dispatched by Bronze service, this is Royal Mail’s 1st class delivery unless otherwise requested and we do not accept any responsibility for late arrival or non-arrival of goods.
These Conditions shall govern all Contracts between the Company and its customers. These Conditions shall exist in addition to any rights implied by law. Whilst the Company may from time to time, for reasons beyond its control, be required to make alterations to these Conditions such alteration (which must be in writing) cannot be inferred from a course of behaviour.

1. Interpretation
(a) Definitions:
(i) BUYER means either the person who orders Goods from the Company and which Order is accepted by the Company or the person who accepts a Quotation.
(ii) COMPANY means the Company whose Companies House registration number is prescribed beneath these Conditions.
(iii) COMPANY means Bridge Dental Laboratory Ltd, a company registered in England & Wales with company number 04581679 registered office 2nd Floor Jonsen House, 43 Commercial Road, Poole, Dorset, BH14 0HY trading as Bridge Dental Laboratory and BDL Mouthguards.
(iv) CONDITIONS mean these standard terms and conditions of supply and includes any special terms and conditions agreed in writing between the Buyer and the Company.
(v) CONTRACT means the contract for the purchase and sale of the Goods.
(vi) ORDER means an order for goods placed by the Buyer on the Company’s prescribed form.
(vii) PRICE means the sum payable for the Goods pursuant to Clause 4.
(viii) QUOTATION means a Quotation for the supply of Goods issued by the Company to a prospective Buyer.

2. Basis of the Sale
(a) These Conditions shall apply to all Contracts between the Company and its customers. These deficient or imprecise.
(b) The Company reserves the right to return the prescription form to the Buyer and request the Buyer to re-submit a prescription form. The Buyer will be advised on submission of the Order if this is not done.
(c) The Company has been paid in full for the Goods. The Buyer is responsible for taking accurate impressions and to ensure that these are shown on the prescription form.
(d) The Buyer shall accept reasonable tolerances in respect of colour, size and quality and any adjustments will be made at the Company's discretion.
(e) The Buyer shall accept the reasonable tolerances in respect of the condition of the Goods.
(f) The Company accepts no liability for any Goods fitted incorrectly by the Buyer, a technician or dental surgeon.

3. Orders & Specification
(i) If the Goods shall be sold and the Buyer shall purchase the Goods in accordance with any written Quotation which is accepted by the Buyer (Quotations remain open for acceptance for 7 days after their date of issue unless withdrawn by the Company which is accepted by the Company, subject in either case to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions.
(ii) Once received by the Company the Buyer shall notify the Company in writing of the requirement for the Buyer of the Company to compensate the Buyer.
(iii) The Buyer shall accept reasonable tolerances in respect of colour, size and quality and any adjustments will be made at the Company’s discretion.

4. Payment & Price
(a) All prices quoted are in £ sterling. Any purchases made in other currencies will be charged at the rate of exchange in force at the date of payment.
(b) The Buyer’s account will remain open until the Buyer has notified the Company in writing of the requirement for the Buyer of the Company to compensate the Buyer.
(c) The Buyer shall pay the price within 30 days of the date of delivery without deduction or set off. The time of payment of the Price shall be of the essence of the Contract.
(d) Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 3% above Barclays Bank base rate from time to time in force.
(e) The Buyer shall indemnify the Company against all costs of recovery (either of the Goods or the Price as appropriate) including legal costs on a full indemnity basis.
(f) The Company reserves the right to suspend any further Orders to the Buyer, until any overdue payment has been made or to cancel the Contract so far as any Goods remain undelivered.

5. Terms of Payment
(a) Subject to clause (b) below and any special payment terms agreed in writing between the Buyer and the Company, the Buyer shall pay the full invoice price of the Goods on or at any time after the delivery of the Goods.
(b) The Buyer agrees that for Orders received by the Company to take delivery of the Goods for any reason, the Company shall be entitled to invoice the Buyer for the Price at any time after the Company has notified the Buyer that the Goods are ready for collection or as the case may be, the Company has taken delivery of the Goods.
(c) The Buyer shall pay the Price within 30 days of the date of delivery without deduction or set off. The time of payment of the Price shall be of the essence of the Contract.
(d) Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 3% above Barclays Bank base rate from time to time in force.
(e) The Buyer shall indemnify the Company against all costs of recovery (either of the Goods or the Price as appropriate) including legal costs on a full indemnity basis.
(f) The Company reserves the right to suspend any further Orders to the Buyer, until any overdue payment has been made or to cancel the Contract so far as any Goods remain undelivered.

6. Delivery
(a) All items are posted by First class post or recorded delivery by prior arrangement. All items are deemed delivered 3 days after posting. The Company will not accept any liability for non delivery where Registered Post has been declined by the Buyer. If the Buyer should fail to collect the Goods sent by Recorded Delivery or First Class Post from their local Post Office, if required, the Company will wait for the Goods to be returned to them and store the Goods for one month after which the Goods will be deemed lost. Goods sent by Recorded Delivery internationally will be sent via Airmail.
(b) If the Company has been paid in full for the Goods returned to the Company when making a warranty claim. The warranty will be replaced under warranty.
(c) As provided in the Company warrants that the Goods will correspond with their specifiaction at the time of delivery.
(d) The Buyer will be advised on submission of the Order if this is not to be the case. Time shall not be of the essence.

7. Risk & Property
(a) Risk shall pass to the Buyer on delivery of the Goods or when the Company has taken delivery of the Goods as per the Order or as per any defect within 7 days of delivery and if requested shall return the Goods to the Buyer in accordance with the Company’s prescription form.
(b) The ownership and property of Goods remains vested in the Company until the Company has been paid in full for the Goods.

8. Warranties & Liabilities
(a) Save as provided the Company warrants that the Goods will correspond with their specification at the time of delivery.
(b) The Buyer will be advised on submission of the Order if this is not to be the case. Time shall not be of the essence.
(c) The Company reserves the right to return the prescription form to the Buyer and request the Buyer not to proceed if its deemed accepted usages or indications are deficient or imprecise.
(d) Alternatively, where the Company decides that it is able to produce the Goods notwithstanding any deficiency in the impressions, and when the Goods are then supplied with a statement to that effect, the Company will not remit any devices inaccurately or imprecisely.
(e) The Company shall not remit any device free of charge save where the Company has been notified of a deficiency in the prescription form.
(f) The Company accepts no liability for any Goods fitted incorrectly by the Buyer, a technician or dental surgeon.
(g) The Company shall be notified within 7 days of delivery where Goods supplied to the Buyer are not of satisfactory quality or do not comply with their description. After this period the Company will not be responsible for any repair which is deemed by the Buyer.
(h) The Company warrants that the goods supplied shall (subject to fair, wear and tear) be fit for their normal use for not less than the period stipulated below.
(i) The following warranties apply to the following (goods) (a)

### 9. Returns
(a) On delivery of the Goods the Buyer is required to make sure the Goods fit comfortably in the mouth. If any defect or defects arise following receipt by the Buyer of the Goods, the Goods should be returned to the Company for analysis whereby the Company will in their absolute opinion determine whether the Goods are faulty and that the Goods have been damaged by the Buyer or subject to fair wear and tear.
(b) The Company will advise you in writing within 10 days whether the Goods are to be returned.

### 10. Limitation of Liability
(a) In no event shall the Company be liable for any losses or damages whether direct, indirect or consequential arising as a result of its negligence or the negligence of its agents.
(b) No liability for injury sustained whilst wearing Goods produced by the Company will be accepted save to the extent that the Goods are a result of the Company’s negligence.
(c) The liability of the Company under the Contract or in tort shall not exceed the greater of the price paid by the Buyer for the Goods under the Contract or such sum as the Company may recover from any insurance policy effected by the Company from time to time. The Company warrants that it maintains insurances and that the cover is better if these conditions apply.
(d) The Company shall not be liable for an indirect or consequential loss (including loss of sales, loss of production/goods) or indirect losses on delivery costs.
(e) For the avoidance of doubt nothing shall limited or exclude the liability of the Company for death or personal injuring arising as a result of it’s negligence or the negligence of it’s agents.

### 11. Force Majeure
(a) In the event of any disputes that cannot be resolved then upon the request of either party a senior representative of the Company and the Buyer shall meet to discuss the problem and try to reach an acceptable compromise.
(b) The parties will consider mediation as a method of resolving any dispute.

### 12. Cancellation
(a) Without prejudice to any other remedy available, the Company shall be entitled to cancel the Contract or suspend any further deliveries under the Contract (without any liability to the Buyer) in the event that:
(i) Any invoices are outstanding;
(ii) The Buyer makes any voluntary arrangements with its creditors or becomes subject to an administration order or becomes bankrupt or goes into liquidation;
(iii) The Buyer ceases, or threatens to cease to carry on business;
(iv) The Company suspends any payment or becomes insolvent;
(v) The Buyer reasonably believes that any of the events mentioned above is about to occur in relation to the Buyer;
(b) In the case of the above events, the Price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

### 13. Drawings, Designs and Confidentiality
(a) Designs, drawings, photographs, diagrams, illustrations, marketing literature, website illustrations and other designs relating to the Goods ("Designs") (including all copyright, design right and other intellectual property in them) shall be as between the parties the property of the Company. The Buyer shall not disclose to any third party any inventions, modifications, improvements, techniques or know how effecting the Designs other than for the purpose of this Contract.
(b) All drawings, photographs, blueprints, illustrations, marketing literature, website illustrations and other designs relating to the Goods ("Designs") (including all copyright, design right and other intellectual property in them) shall be as between the parties the property of the Company. The Buyer shall not disclose to any third party any inventions, modifications, improvements, techniques or know how effecting the Designs other than for the purpose of this Contract.
(c) Neither party shall disclose to a third party use for its own purpose any confidential information of trade secrets of the other party.
(d) Each party warrants that it has the necessary intellectual property rights to enable it to carry on trading and will forthwith inform the other on discovery of any infringement of intellectual property rights.

### 14. Force Majeure
The Company reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented or delayed by circumstances beyond the reasonable control of the Company or restraints or delays effects carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 30 days, the Buyer shall be entitled to give notice in writing to the Company to terminate the Contract.

### 15. Legal
(a) Any person who is not a party to this agreement has no right under the contract (Right of Third Parties) Act 1999 to enforce any term of this agreement but this does not affect the ability of a party to enforce any right or remedy of a third party which exists or is available independent from that Act.
(b) This agreement is personal to the parties hereto and cannot be assigned in whole or part.
(c) Any of these provisions, which may be unenforceable, shall (to that extent) be severable.
(d) The Contract shall be subject to English law and to the non-exclusive jurisdiction of the English courts.