

[Issue 4]

Terms & Conditions of Sale Orders

Orders are accepted via fax/post, website or email. Please see contact details below. Verbal orders can only be taken over the phone if accompanied by a credit card transaction.

Terms

Non credit accounts - orders will only be accepted with full payment. Credit accounts, strictly 30 days net. All goods will remain the property of Silvalea Ltd until payment is received in full.

Delivery

Delivery dates are approximate and subject to the usual hazards beyond our control. Offers to supply from stock are subject to the goods remaining unsold on receipt of your order. Shipping costs available on application. **Refer to our Despatch and Delivery page in our Downloads section for further delivery information.** Please note: It is the customer/receivers responsibility to check the delivery to ensure it is all present and correct **before signing the shippers delivery note**. Silvalea **cannot be held responsible** for any shortfalls/damage in the delivery if not reported **immediately upon receipt** as we have to raise a claim with the shipper within 28 days of delivery.

Export/Overseas Delivery

Silvalea Ltd will raise a commercial invoice on the day of despatch. Silvalea Ltd operates a 'DELIVERED AT PLACE' policy (Incoterms® 2010 Rules). Customers wishing to arrange their own collection must be aware that Silvalea Ltd can only be responsible for goods up to the point of them being collected from our premises, after such time the buyer is then responsible for ensuring that the goods arrive at the desired destination. In order to facilitate export goods quickly the commercial invoice will be raised on the date of the expected despatch, Silvalea Ltd cannot be held responsible if couriers arrive later than the day booked in, and as such the invoice date forms the first day of the agreed credit terms with Silvalea Ltd.

Penalty

Whilst Silvalea Ltd will do everything possible to adhere to delivery promises no penalty can be accepted for late delivery.

Defective Goods

Every effort is made by us to ensure top quality and good workmanship but in the event of any material or workmanship proving defective, we are prepared to replace the products free of charge at the place of delivery. If goods are returned to us in faulty condition and our products have been mistreated, Silvalea Ltd, upon inspection will have the final say as to whether or not a replacement model will be sent at our cost.

Cancellation

NON-RETURNABLE PRODUCTS - CANNOT be returned or cancelled once you have received your Sales Order confirmation UNLESS due to damage or a fault in manufacture which can be addressed through our Warranty Policy on our downloads web page.

Non-returnable products definition is where it has been specifically adapted for you with add-on extras/attached accessories or alterations requested at time of order making the item bespoke or a custom-made product including tailored or special non-stock orders not in our standard stock range and therefore manufactured to order for you.

Returned Goods

STANDARD STOCK PRODUCTS - requests regarding products that do not come under the NON-RETURNABLE category will be subject to a **20% restocking fee** once order has been confirmed by Silvalea if cancelled before despatched or returned once delivered.

Standard Stock Products can only be returned for refund if we are notified within 14 days of purchase and on the basis that the goods are in the condition that they were despatched by Silvalea. They must not be defaced and should be unused in the original packaging, delivery label supplied adhered to the outside of the parcel and return documents issued by Silvalea inside. The parcel should be securely wrapped for transit to arrive within 28 days of purchase, **postage will be at the expense of the customer**.

Customer Amendments

CUSTOMER AMENDMENTS TO PROCESSED AND CONFIRMED PURCHASE ORDERS – Will be subject to a **£20 administration fee** per update to our system for requests to alter order details including an addition to the order, change of quantity, size, style, or delivery address.

Buyers Conditions

Conditions which a customer may seek to apply to a transaction and which either conflict with or are over and above our conditions of supply shall not modify, extend or annul our conditions unless previously agreed in writing by Silvalea Ltd.

Risk Assessments

We always recommend that a full risk assessment is carried out by a Healthcare Professional before using our products. In the absence of a Healthcare Professional, Occupational Therapist or Moving & Handling Advisor when purchasing a Silvalea product, we reserve the right to refuse to supply if there are causes for concern for the safety of the patient. **Silvalea do not advise on patient care** – only for the best Silvalea product based on the information provided. In this instance, by placing an order **the customer accepts full and final responsibility** for selecting the accurate medical device and will be required to sign our Private Purchase Statement accordingly before we can offer a Quotation or fulfil a Purchase Order.

Please refer to our Returns Policy above denoting that a product is non-refundable if it has been specifically adapted for you.

Notes

Our price list is effective from the date stated and supersedes all previous price lists. The current rate of VAT will be added to all products except where exemptions apply, please see our VAT Relief Eligibility page for further detail.

Important Notice

It should be standard practice before using any slings that a trained carer makes the four point check as follows:

- 1) Check braiding/tapes and any buckles or clips for deterioration and fraying before use.
- 2) Check for material holes/snagging before use.
- 3) Check compatibility with the hoist machine before use.
- 4) Check the Safe Working Load of both the hoist machine and sling before use. If the sling is found to be damaged please ensure it is removed from service immediately so that it cannot be used again. Customers should always ensure that all product labels are clearly visible and legible as these show specific instructions for washing and safe weight bearing load conditions.

Manufacturers Warranty

Silvalea guarantee their replacement standard sling products for a period of 12 months from the date of purchase. All products are guaranteed for 12 months from the date of purchase against faults in bad workmanship and materials. Any change or alteration made to a Silvalea Ltd sling by a third party will nullify the manufacturing guarantee. Slings should be replaced or tested every six months following the date the product was put into service.

Returns Policy

In the interests of hygiene and to conform to Health and Safety directives we would ask that if products need to be returned that they are in a clean and manageable state for our staff to process and must NOT be sent to Silvalea Ltd without prior approval. A decontamination form with MHRA guidelines will be issued to be included in the parcel to be sent back.

- Must be reported within 14 days of receipt of the item
- Must be received back to us within 28 days of receipt of the item
- Must be complete in or with original packaging
- Must be in a sellable condition
- Must be notified prior to return

Sale or Return Items

In respect to sale or return we do not provide a sale or return service for this type of product due to the nature of the item and the MHRA & Medical devices regulations 2002 (cross contamination risks). If you order a product and discover before use that the item is not the correct size, you have under the 'Sales of Goods 1979' and the 'Consumer Contracts Regulations', the right to change your mind and return the item at your own cost within 14 days. The item must be returned in an unused saleable condition with its original packaging. Due to cross contamination risks end users/patients MUST be fully clothed when trying on any of our products. Silvalea retains the right to destroy and invoice for, any goods return which we believe are a risk due to contamination.

However it is important to note that If a product has been used for a trial and then laundered (following the MHRA regulations) the product would no longer be in a re-sellable condition and we would not accept return of the item. Please only return items as a cancellation if the product is in an unused condition. MHRA & Medical devices regulations 2002 (cross contamination risks) states that items must be laundered before returned if they have been used/and or trialled.

Altering/Amending Slings

It is sometimes necessary to amend finished goods in order to provide your client with the optimum use of the product. In the interest of hygiene we would like to state that all products will only be amended if they are returned to us in a clean and manageable state and that our Returns-Policy above has been adhered to. Should any product be returned for adjustment/amendment a small charge will be levied, price on application. Stock items are only returnable within 28 days from date of receipt and on condition that they have not been used.