

Terms & Conditions of Sale

These Terms and Conditions of Sale are dated 30 April 2026 and supersede all previous versions published by ASep Healthcare Limited (company number 06491384) ("ASep Healthcare"). ASep Healthcare is a company incorporated in England and Wales whose registered office is at 18 Taptan Way, Wavertree Business Village, Liverpool L13 1DA and whose principal trading address is at 18 Taptan Way, Wavertree Business Village, Liverpool L13 1DA. ASep Healthcare may publish a revised version of these Terms on its website or otherwise notify the Customer of a change. A revised version shall apply only to Orders acknowledged after the date of publication or notice. It shall not vary any Contract already formed, unless the Customer agrees in writing. These Terms apply to all supplies of Goods by ASep Healthcare, except to the extent a separately negotiated written agreement signed by ASep Healthcare provides otherwise.

1. INTERPRETATION

- 1.1 In these terms and conditions ("Terms"):
 - "Acknowledgement" means ASep Healthcare's written acceptance of an Order.
 - "Affiliate" means any person that Controls, is Controlled by, or is under common Control with a party, and "Control" means the power to direct management, whether by ownership of voting rights, contract or otherwise.
 - "Applicable Law" means all statutes, regulations, guidance and standards applying to the manufacture, placing on the market, supply, transport, use or disposal of the Goods, including the UK Medical Devices Regulations 2002 (as amended), Regulation (EU) 2017/745 where it applies, UKCA and CE marking rules, MHRA guidance, and applicable advertising and anti-bribery laws.
 - "Business Day" means a day other than a Saturday, Sunday or public holiday in England.
 - "Contract" means the contract for the supply of Goods formed under clause 2, comprising these Terms, the relevant quotation (if any), the Order and the Acknowledgement. If there is a conflict, a separately negotiated written agreement signed by ASep Healthcare prevails to the extent of the conflict, then the Acknowledgement, then these Terms, then the quotation, then the Order.
 - "Customer" means the business purchaser named in the Order or Acknowledgement.
 - "Force Majeure Event" has the meaning in clause 13.
 - "Goods" means the products ASep Healthcare agrees to supply, including packaging, labelling and any instructions for use.
 - "Guarantee Period" means, for any Goods, the period stated in the quotation or Acknowledgement or, if none is stated, the shorter of (a) twelve (12) months from delivery and (b) the labelled expiry or use-by date of the relevant lot.
 - "Medical Device" means a medical device within the meaning of Applicable Law.
 - "Order" means the Customer's written request to purchase Goods.
 - "Price" means the price confirmed in the Acknowledgement.
 - "Recall" means any recall, field safety corrective action, product withdrawal or comparable measure required by Applicable Law or reasonably initiated by ASep Healthcare.
 - "Specification" means ASep Healthcare's published specification for the Goods at the date of the Acknowledgement, including the instructions for use.
 - "Writing" and "written" include email (but not SMS or social media).
- 1.2 Headings are for convenience only. Words in the singular include the plural and vice versa. A reference to a statute is to that statute as amended or re-enacted.
- 1.3 If any provision is held invalid or unenforceable, it shall be severed to the minimum extent necessary. The remainder of the Contract shall continue in force.
- 1.4 The Contract constitutes the entire agreement between the parties in relation to the Goods and supersedes all prior negotiations, representations and understandings, save that a separately negotiated written agreement signed by ASep Healthcare is not superseded and prevails in accordance with clause 1.1. Each party acknowledges that it has not relied on any statement not set out in the Contract. Nothing in this clause excludes liability for fraud or fraudulent misrepresentation.
- 1.5 A variation of a Contract is effective only if agreed in writing by ASep Healthcare.

2. QUOTATIONS, ORDERS, SPECIFICATION, VARIATION AND CANCELLATION

- 2.1 A quotation is an invitation to treat only, is valid for 30 days unless otherwise stated, and may be withdrawn or revised at any time before Acknowledgement. No Contract exists until ASep Healthcare issues an Acknowledgement or otherwise accepts the Order in writing.
- 2.2 The Customer is responsible for the accuracy of the Order and for giving ASep Healthcare any information necessary to perform the Contract.
- 2.3 ASep Healthcare may alter the Specification if the change does not materially reduce the performance or intended clinical utility of the Goods, or if the change is required to comply with Applicable Law or a competent authority. ASep Healthcare shall notify the Customer of a material change.
- 2.4 If a variation is agreed, or is required by Applicable Law, the Customer shall pay any fair additional cost and ASep Healthcare shall have a reasonable extension of time.
- 2.5 The Customer may not cancel or vary an acknowledged Order without ASep Healthcare's prior written consent. Consent may be given on terms, including payment of reasonably incurred costs and, for standard stock Goods that remain sealed, saleable and within residual shelf life specified by ASep Healthcare, a restocking charge of 25% of the Price. Opened, unsealed, short-dated, customised, labelled-for-customer or sterile-compromised Goods are not returnable other than under clause 8.

3. PRICES AND PAYMENT

- 3.1 Unless the Acknowledgement states otherwise, the Price is in pounds sterling, exclusive of VAT and any other tax or duty, and exclusive of packaging beyond ASep Healthcare's standard pack, carriage, insurance and any special documentation or testing the Customer requests. ASep Healthcare may charge a reasonable additional amount for any such extras.
- 3.2 ASep Healthcare may, by not less than 30 days' written notice, adjust unpublished Prices to reflect a documented increase in the cost of materials, freight, energy, labour, tariffs or regulatory compliance. An adjustment shall not apply to an Order already Acknowledged.
- 3.3 The Customer shall pay the Price in sterling, in cleared funds, without deduction, set-off or counterclaim, within 30 days of the invoice date unless the Acknowledgement states other terms. Time of payment is of the essence.
- 3.4 If any sum is overdue, ASep Healthcare may, without limiting its other rights: (a) charge interest and fixed-sum compensation under the Late Payment of Commercial Debts (Interest) Act 1998; (b) suspend further deliveries under any Contract until the overdue sum and any accrued interest have been paid; (c) cancel the Contract to which the overdue sum relates and, if the default is material or persistent, cancel any other open Contract; and (d) recover its reasonable collection costs. Interest runs before and after judgment.
- 3.5 ASep Healthcare may invoice on despatch, or on notice that the Goods are ready for collection.

4. PROPERTY AND RISK

- 4.1 Risk in the Goods passes to the Customer on the earlier of: (a) ASep Healthcare tendering the Goods at its premises to the Customer or the Customer's carrier; (b) ASep Healthcare notifying the Customer that the Goods are ready for collection; or (c) shipment of the Goods from ASep Healthcare's premises. Unless the Acknowledgement states another Incoterm, delivery is Ex Works ASep Healthcare's premises (Incoterms 2020).
- 4.2 Title to the Goods remains with ASep Healthcare until it has received in cleared funds the Price and all other sums then owing by the Customer. Until title passes, the Customer shall: (a) hold the Goods as bailee; (b) store them separately, protected, insured for their full replacement value and identifiable as ASep Healthcare's property; (c) not pledge or charge them; and (d) hold any proceeds of sale on trust for ASep Healthcare.
- 4.3 ASep Healthcare may recover Goods to which it retains title and the Customer irrevocably licences ASep Healthcare to enter any premises where the Goods are reasonably believed to be stored for that purpose.
- 4.4 If ASep Healthcare insures the Goods after risk has passed, the Customer shall reimburse the cost on demand.

5. DELIVERY

- 5.1 Unless the Acknowledgement states another place, delivery is made by ASep Healthcare making the Goods available for collection at its premises and notifying the Customer. If the Customer fails to take delivery or to give adequate instructions, ASep Healthcare may store the Goods at the Customer's risk and charge reasonable storage and redelivery costs.
- 5.2 Any date quoted for delivery is an estimate only. ASep Healthcare shall use reasonable endeavours to meet it but shall have no liability for delay caused by a Force Majeure Event, the Customer, a carrier engaged by the Customer, or export or import clearance. Delay in one instalment does not entitle the Customer to terminate the Contract or to withhold payment for any other instalment.
- 5.3 ASep Healthcare may deliver in instalments. Each instalment is a separate Contract.
- 5.4 Unless the Acknowledgement states otherwise, the Customer is responsible for export from the United Kingdom and for import, duty, tax and local regulatory clearance in the country of destination, and shall reimburse ASep Healthcare for any cost or liability arising from the Customer's failure to do so.

6. INSPECTION AND ACCEPTANCE

- 6.1 The Customer shall inspect the Goods on delivery and shall give written notice of any damage, short shipment or visible non-conformity within ten (10) Business Days of delivery (or, for Goods delivered outside the United Kingdom, within fifteen (15) Business Days of delivery).
- 6.2 Latent defects that would not be apparent on reasonable incoming inspection may be notified within the Guarantee Period, provided the Customer gives written notice promptly after discovery and in any event before the labelled expiry date.
- 6.3 If the Customer does not give notice in accordance with this clause, the Goods shall be deemed accepted. The Customer may not reject only some of a homogeneous lot unless ASep Healthcare agrees in writing.
- 6.4 Use, resale, relabelling or breaking of sterile seal after delivery, other than for bona fide incoming inspection of a representative sample, shall constitute acceptance of the relevant lot.

7. RETURNS

- 7.1 No Goods may be returned except with ASep Healthcare's prior written authorisation and a valid returns number. Unauthorised returns may be refused or stored at the Customer's risk and cost.
- 7.2 Authorised commercial returns (as opposed to guarantee returns under clause 8) must be unused, unopened, in original packaging, saleable, within residual shelf life specified by ASep Healthcare, and sent freight-prepaid. ASep Healthcare may charge the restocking fee in clause 2.5.
- 7.3 ASep Healthcare will not authorise commercial return of Goods that have been prescribed, issued to a patient, used, or removed from sterile barrier packaging.

8. GUARANTEE

- 8.1 If, within the Guarantee Period, any Goods prove defective in design, materials or workmanship, or fail to conform to the Specification in any material respect, ASep Healthcare shall, at its option and as the Customer's exclusive remedy for that defect, repair, replace or refund the Price of the affected Goods, provided that:
- (a) the Customer gives written notice with reasonable particulars as soon as practicable and within the Guarantee Period;
 - (b) the Goods have been stored, handled and used solely for their intended purpose and in accordance with the instructions for use and any Specification;
 - (c) the defect is not caused by misuse, neglect, incorrect application, unauthorised alteration, failure to observe storage conditions, or expiry;
 - (d) the defect has not arisen from any design, specification or material supplied by or on behalf of the Customer;
 - (e) no part of the Goods has been replaced with a part not supplied or approved by ASep Healthcare; and
 - (f) the Price of the affected Goods has been paid in full.
- 8.2 ASep Healthcare may require return of the affected Goods, or inspect them in situ. Risk in returned Goods remains with the Customer until ASep Healthcare accepts them. Where the defect is covered by this guarantee, ASep Healthcare shall bear reasonable return freight.
- 8.3 Where Goods incorporate items supplied by a third party, ASep Healthcare's obligation in respect of those items shall not exceed the warranty ASep Healthcare actually obtains from that third party.
- 8.4 The Guarantee Period for repaired or replacement Goods is the unexpired balance of the original Guarantee Period.
- 8.5 Except as set out in this clause 8 and except for any term that cannot legally be excluded, ASep Healthcare gives no other warranty, condition or undertaking as to quality, fitness for purpose or correspondence with description. Statutory rights that cannot be excluded remain unaffected.

9. EXCLUSION AND LIMITATION OF LIABILITY

- 9.1 Nothing in the Contract excludes or limits either party's liability for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; (c) liability under the Consumer Protection Act 1987; or (d) any other liability that cannot legally be excluded or limited.
- 9.2 Subject to clause 9.1, ASep Healthcare shall not be liable (whether in contract, tort, breach of statutory duty or otherwise) for any of the following, in each case whether direct or indirect: loss of profit, revenue, anticipated savings, goodwill, business or data; business interruption; wasted management time; or any special, indirect or consequential loss.
- 9.3 Subject to clause 9.1, ASep Healthcare's total aggregate liability arising out of or in connection with any Contract shall not exceed the greater of (a) one and a half times the Price paid or payable for the Goods that are the subject of the claim and (b) twenty-five thousand pounds sterling (£25,000).
- 9.4 The Price is set on the basis of the exclusions and limitations in this clause 9. The Customer is better able to quantify and insure against its own consequential loss and agrees that these limitations are reasonable.
- 9.5 ASep Healthcare shall have no liability for any claim unless the Customer gives written notice of the claim within twelve (12) months of the date the Customer became, or ought reasonably to have become, aware of the facts giving rise to it.

10. REGULATORY COMPLIANCE AND LICENCES

- 10.1 ASep Healthcare warrants that, at the date of delivery, the Goods are Medical Devices manufactured and placed on the market in accordance with Applicable Law as it applies to ASep Healthcare in the United Kingdom, and that they bear such UKCA and/or CE marking as is required for the intended markets identified in the Acknowledgement or Specification.
- 10.2 ASep Healthcare does not warrant that the Goods are registered, authorised or reimbursable in any country other than those expressly identified in the Acknowledgement. The Customer is responsible for all local import, distribution, registration, language-labelling and post-market obligations in its territory, except to the extent Applicable Law places those obligations on ASep Healthcare as manufacturer.
- 10.3 The Customer shall: (a) supply, promote and use the Goods only for their intended purpose and in accordance with the instructions for use; (b) not alter marking, UDI, labelling or instructions; (c) notify ASep Healthcare promptly, and in any event within two (2) Business Days, of any complaint, incident, near-incident or competent-authority correspondence relating to the Goods; (d) co-operate fully with any Recall, investigation or audit; and (e) maintain lot-level traceability to the first consignee and, so far as reasonably practicable, to the end user.
- 10.4 The Customer shall obtain in good time all licences and permits required for import, export, storage and on-sale in its territory and shall reimburse ASep Healthcare for any liability arising from failure to do so.
- 10.5 ASep Healthcare may suspend supply if it reasonably considers that continued supply would breach Applicable Law or any sanction, embargo or export-control restriction.
- 10.6 The Customer shall not, directly or indirectly, export, re-export or supply the Goods to any person or territory in breach of applicable sanctions or export-control laws, and shall impose the same restriction on its own customers.

11. TERMINATION OF CONTRACT

- 11.1 ASep Healthcare may terminate the Contract immediately by written notice if the Customer: (a) fails to pay any sum when due and does not remedy the failure within seven (7) days of notice; (b) commits a material breach and, if remediable, fails to remedy it within thirty (30) days of notice; (c) suspends or threatens to suspend payment of its debts, is insolvent, or has a receiver, administrator or similar officer appointed, or any analogous event occurs in any jurisdiction; (d) ceases or threatens to cease to trade; (e) undergoes a change of Control without ASep Healthcare's prior written consent, where ASep Healthcare reasonably considers the change adverse to its interests; or (f) becomes subject to sanctions or an export-control restriction that prevents lawful performance.
- 11.2 On termination ASep Healthcare may declare all sums under any Contract immediately due, suspend further performance, recover Goods to which it retains title, and set off any amount owing to the Customer.
- 11.3 Termination is without prejudice to accrued rights. Clauses 3.4, 4, 8, 9, 10, 12, 13, 14, 15 and 16 survive termination.

12. INTELLECTUAL PROPERTY

- 12.1 All intellectual property rights in the Goods, the Specification, tooling, packaging, brands, know-how and any materials supplied by ASep Healthcare remain the property of ASep Healthcare or its licensors. Nothing in the Contract assigns those rights to the Customer.
- 12.2 ASep Healthcare grants the Customer a non-exclusive, non-transferable, royalty-free licence to use ASep Healthcare's trade marks solely to identify and resell genuine Goods in the form supplied. The Customer shall not modify, obscure or use those marks in any way that damages their distinctiveness.
- 12.3 The Customer shall not, and shall not permit any person to: (a) copy, decompile, reverse engineer or otherwise analyse the Goods to extract confidential design information, except to the extent that right cannot legally be excluded; (b) register or use any mark or domain confusingly similar to ASep Healthcare's marks; or (c) challenge ASep Healthcare's title to its intellectual property.
- 12.4 The Customer shall promptly notify ASep Healthcare of any actual or suspected infringement and shall provide reasonable assistance, at ASep Healthcare's cost, in any enforcement action ASep Healthcare elects to take.

13. FORCE MAJEURE

- 13.1 A "Force Majeure Event" is an event beyond a party's reasonable control, including: act of God; epidemic or pandemic; fire, flood or extreme weather; war, terrorism or civil commotion; strike or labour dispute (other than of that party's own staff); failure or delay of utilities, telecoms or a third-party logistics provider; cyber incident; shortage of raw materials, energy or components; act or guidance of a government or competent authority; refusal or delay of a necessary licence; sanctions or trade restriction.
- 13.2 The affected party shall notify the other promptly and shall be excused from performance for so long as the Force Majeure Event continues, provided it uses reasonable endeavours to mitigate.
- 13.3 If a Force Majeure Event continues for more than ninety (90) consecutive days, either party may terminate the affected Contract by written notice. The Customer shall pay for Goods delivered and for reasonable direct costs properly incurred up to termination. ASep Healthcare's liability shall be limited to refunding any sum paid for undelivered Goods, less those costs.

14. USE OF GOODS, SAFETY, COMPLAINTS AND RECALL

- 14.1 The Customer shall: (a) ensure the Goods are used only for their intended purpose and in accordance with the instructions for use; (b) ensure that persons who use or may be affected by the Goods receive appropriate training and the literature supplied by ASep Healthcare; (c) not remove or obscure warnings, UDI, lot or expiry marking; and (d) impose equivalent obligations on its own customers.
- 14.2 The Customer shall notify ASep Healthcare of any complaint, adverse incident or suspected defect in accordance with clause 10.3 and shall preserve samples and records.
- 14.3 The Customer shall promptly comply with any Recall or safety recommendation issued by ASep Healthcare or a competent authority, and shall procure compliance by its customers. Where the Recall is required because the Goods do not conform to clause 8 or 10.1, ASep Healthcare shall bear its own reasonable Recall costs and shall repair, replace or refund the affected Goods. Where the Recall arises from the Customer's acts, omissions, storage, promotion or local regulatory failure, the Customer shall pay ASep Healthcare's reasonably incurred costs.
- 14.4 The Customer shall maintain and make available to ASep Healthcare and to any competent authority all records needed to trace Goods to the first consignee and, so far as reasonably practicable, to the end user, for the period required by Applicable Law (and in any event not less than eleven (11) years from the date of supply).
- 14.5 The Customer shall indemnify ASep Healthcare against all liability arising from the Customer's breach of clauses 10, 12 or 14.

15. GENERAL

- 15.1 No failure or delay in exercising a right, and no single or partial exercise of a right, shall operate as a waiver. Rights and remedies are cumulative.
- 15.2 The Customer shall not assign, charge, subcontract or otherwise deal with the Contract without ASep Healthcare's prior written consent. ASep Healthcare may assign or novate the Contract, in whole or in part, to an Affiliate or to any person that acquires all or a material part of ASep Healthcare's shares or business, and the Customer hereby consents to that assignment or novation.
- 15.3 A person who is not a party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms. This does not affect any right or remedy of a third party that exists apart from that Act.
- 15.4 Any notice shall be in writing and delivered by hand, pre-paid first-class post or email to the address given in the Contract (or any updated address notified in writing). Notice is deemed received: if delivered by hand, on the Business Day of delivery; if posted, on the second Business Day after posting; if sent by email, on the Business Day of transmission provided no bounce-back is received.
- 15.5 The Contract may be executed in any number of counterparts.
- 15.6 After termination or cancellation, clauses 3.4, 4, 8, 9, 10, 12, 13, 14, 15 and 16 shall continue in force.
- 15.7 Each party shall keep confidential the other party's non-public commercial, technical and clinical information obtained under the Contract and shall use it only to perform the Contract, except for information that is public, independently developed, or required to be disclosed by law or a competent authority.
- 15.8 Nothing in the Contract creates a partnership, joint venture or agency. The Customer shall not describe itself as ASep Healthcare's agent or pledge ASep Healthcare's credit.
- 15.9 All Contracts are governed by English law. The courts of England have non-exclusive jurisdiction, provided that ASep Healthcare may seek interim or conservatory relief in any court of competent jurisdiction in the Customer's country or where the Goods are located.

16. COMPLIANCE, DATA AND AUDIT

- 16.1 Each party shall comply with the Bribery Act 2010, the Modern Slavery Act 2015, the Criminal Finances Act 2017 and all applicable sanctions and export-control laws. Each party shall maintain adequate procedures to that end and shall notify the other promptly of any investigation or alleged breach connected with the Contract.
- 16.2 Each party shall comply with UK data protection law in respect of any personal data processed in connection with the Contract. The Customer shall not provide ASep Healthcare with patient-identifiable data unless ASep Healthcare has agreed in writing the lawful basis and any required agreement.
- 16.3 ASep Healthcare may, on reasonable notice, audit the Customer's records solely to the extent necessary to verify compliance with clauses 10, 12, 14 and 16. The Customer shall give reasonable access during business hours. ASep Healthcare shall keep confidential any information obtained.