



Company Name:	
Company Address:	
Company registration number:	
VAT number:	
City:	
State:	
Postal/ Zip Code:	
Country:	
Phone:	

Delivery Address:	
City:	
State:	
Postal/ Zip Code:	
Country:	

Contact Name:	
Contact Email:	
Contact phone:	
Contact Fax:	

Accounts Receivables Contact:	
Accounts Receivables Email:	
Accounts Receivables Phone:	
Accounts Receivables Fax:	

Accounts Payable Contact:	
Accounts Payable Email:	
Accounts Payable Phone:	
Accounts Payable Fax:	

Website:	
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Currency: USD, EUR, or GBP			
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CHB Medical Sales Representative:	
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We have read and accept the terms and conditions of CHB Medical Please tick

Approve CHB Medical to keep this information under GDPR regulations Please tick

\_\_\_\_\_  
Signature Date

**Please email back to your sales representative**

# Terms and Conditions

## 1. Preliminary

In these Conditions the “Company” or “Seller” means CHB Medical, the “Buyer” or “Client” means the person, firm or company ordering, buying or agreeing to buy goods and/or services from the Company, the “Contract” means the contract for the sale and purchase of the Goods and/or Services. “Goods” means the Goods which the company is to supply in accordance with the Conditions and ‘Service’ means the Service which the company is to supply in accordance with the Conditions.

The Company shall sell, and the Buyer shall purchase the Goods and/or Services in accordance with any written order of the Buyer which is accepted by the Company subject to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such order is made or purported to be made by the Buyer. No terms and conditions stipulated in any other communication or document shall vary or annul any of these Conditions except insofar as the same are expressly consented to in writing by the Company.

## 2. Pre-payments

Unless otherwise agreed, Goods and/or Services will require pre-payment and won't be dispatched, carried out or allowed to be collected until the entire purchase price amount has been deposited into the Seller's account or until the Seller has received confirmation from the bank executing the transaction that the transfer has been requested and carried out in full. The Company requires payment of goods within 3 days of the invoice being sent. If the Buyer is in default of payment, the Seller reserves the right to charge default interest at the statutory rate. The Seller reserves the right to claim for greater losses because of the default if they can be shown to have occurred or sell the Goods and/or Services or timeslots to another customer. Goods need to be collected or delivery arranged from the Company within 3 days of confirmation of payment, once the goods are available for collection if the Buyer delays in taking receipt of the goods or is in culpable breach of other obligations to cooperate, the Seller reserves the right to proceed following the rights reserved. When a service such as Medical Support is required, the Buyer must adhere to the requirements set out in the Sales Agreement and ensure the space and/or location is ready and been signed off by a Health and Safety Officer to ensure Buyer has provided a safe and secure place to work.

## 3. Orders

No order will be accepted by the Company unless confirmed in writing. Additionally, if the Buyer is new to the Company, they will be required to fill in a new customer or supplier form. If the Buyer does not sign the form they will still be bound by these terms and conditions once the order has been accepted.

## 4. Collection of Pre-Payment

Any orders on pre-payment terms must be collected within 3 days once funds are cleared unless the customer would like CHB Medical Ltd to arrange delivery on their behalf. CHB Medical Ltd shall package the goods in packaging suitable for transportation. When an order is on pre-payment terms any service provided must be carried out on the date agreed to avoid cancellation charges.

## 5. Outsourcing of Medical Personnel

- a) CHB Medical Ltd outsource current medical requirements to Nurse Plus Ltd; a nationwide agency that provide qualified and suitable nurses to carry out various assignments. The Buyer is under no obligation to use the Medical Services on offer from CHB Medical Ltd through Nurse Plus Ltd and CHB Medical Ltd will take no liability whatsoever for the Buyer appointing another firm to carry out the tests provided by CHB Medical Ltd.
- b) Whilst every effort is made by Nurse Plus Ltd and CHB Medical Ltd to give satisfaction to the Buyer by ensuring reasonable standards of skills, integrity and reliability from Medical Personnel and further provide them in accordance with the Buyer's booking details, Nurse Plus Ltd and CHB Medical Ltd is not liable for any loss, expense, damage, or delays arising from any failure to provide any Temporary Worker for all or part of the period of booking or from the negligence, dishonesty, misconduct or lack of skill of the Temporary Worker. For the avoidance of doubt, Nurse Plus Ltd and CHB Medical Ltd do not exclude liability for death or personal injury arising from its own negligence.
- c) VAT is payable, where applicable, at the prevailing rate.
- d) The Buyer undertakes to supervise the Medical Personnel to ensure the Buyer's satisfaction with the Medical Personnel's standards of work. If the Buyer reasonably considers that the services of the Medical Personnel are unsatisfactory, the Buyer may terminate the Assignment by instructing the Medical Personnel to leave the assignment immediately or by directing CHB Medical Ltd to remove the Medical Personnel. CHB Medical Ltd may in such circumstances reduce or cancel the charges for the time worked by that Medical Personnel, provided

that the Assignment terminates within two hours of the start of the Assignment and/or Medical Personnel is used for under 12 hours in any one week.

- e) A Buyer may terminate a Medical Personnel attendance only upon giving 48 hours' notice in writing to CHB Medical Ltd, failing which it shall be entitled to terminate the assignment, but it may do so upon payment of the full payable rate.
- f) CHB Medical Ltd will provide, upon request, an overview of the Medical Personnel attending the assignment. The Buyer is responsible for ensuring that the Medical Personnel's ability, qualifications and skills are adequate for the assignment and will take sole responsibility for any liability whatsoever which may arise from the Medical Personnel's performance of his/her duties.
- g) Medical Personnel are hired by CHB Medical Ltd using Nurse Plus Ltd under the contracts for services. They are not employees of CHB Medical Ltd or of Nurse Plus Ltd but are deemed to be under supervision, direction, and control of the Buyer from the time they report to take up duties and for the duration of the Assignment. The Buyer agrees to be responsible for all acts, errors or omissions of the assigned Medical Personnel, whether willful, negligent or otherwise as though the Medical Personnel was on the payroll for the Buyer. The Buyer will also comply in all respects with all statutes including, for the avoidance of doubt, the Working Time Regulations and health and safety legislation including, in particular, the provision of Employer's and Public Liability Insurance cover for the Medical Personnel during all Assignments.
- h) The Buyer shall indemnify and keep indemnified CHB Medical Ltd and Nurse Plus Ltd against any costs, claims or liabilities incurred by CHB Medical Ltd or Nurse Plus Ltd arising out of any non-compliance by the Buyer of clause (g) and/or result of any breach of these terms and conditions by the Buyer.
- i) If paying on an hourly rate, the Buyer will sign the timesheet and such signature or other formal confirmation of completion of Assignment shall be deemed conclusive evidence that the Buyer is satisfied with the work carried out and will pay the charges for the hours on the timesheets in full without dispute or deduction.
- j) Because of the nature of CHB Medical Ltd's business the Buyer acknowledges and agrees that it is not possible for CHB Medical Ltd to give any warranty as to the suitability of a Medical Personnel and shortcomings in the performance of his/her duties. The Medical Personnel shall not entitle the Buyer to withhold or delay any outstanding invoices (save and except where the Buyer has given notice in accordance with Clause D of these terms and conditions.)

## **6. Delivery conditions**

Collection of the Goods shall be affected when the Goods are removed from the Company premises. Risk of damage to or loss of the Goods shall pass to the Buyer on collection of the said Goods. Collection of the Goods shall be completed within a period of 3 days from the date which the Company shall notify the Buyer is the collection date, unless otherwise specified. If the Buyer wrongly fails to collect the Goods, the Company shall be entitled either to procure or remove at the expense of the Buyer or to sell the Goods at the best price readily obtainable and (after deducting reasonable storage and selling expenses).

## **7. Titles and Risks**

Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, and the property in the Goods shall remain vested in the Company until the Company has received from the Buyer in cash or cleared funds all monies which are then due from the Buyer to the Company under this or any other Contract for the supply of Goods or other Goods. Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Company's fiduciary agent in bailee and shall store such Goods and materials separately from the Goods of the Buyer at no cost to the Company so that they are properly protected, insured and clearly identified as belonging to the Company. Until that time the Buyer shall be entitled to resell or use the Goods in the ordinary course of its business.

Until such time as the property in the Goods passes to the Buyer (and provided that the Goods are still in existence and have not been resold) the Company shall be entitled at any time to require the Buyer to deliver up the Goods to the Company and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.

The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness, any of the Goods which remain the property of the Company, but if the Buyer does so all monies owing by the Buyer to the Company shall (without prejudice to any other right or remedy of the Company) forthwith become due and payable.

## **8. Insolvency of Buyer**

(1) If the Buyer:

- (a) being a company, has a petition presented for its winding up, passes a resolution for voluntary winding up, enters into a voluntary arrangement with its creditors, become subject to an administration order, goes into liquidation (other

than for the purposes of a solvent amalgamation or reconstruction) or has a Receiver appointed for all or any of its assets;

(b) or being an individual, becomes bankrupt or enters a voluntary arrangement with creditors; or

(c) ceases or threatens to cease, to carry on business; or

(d) if the Company reasonably apprehends that any of these events is about to occur in relation to the Buyer and notifies the Buyer accordingly, then the provisions of Condition 2 shall apply.

(2) If any of the events in Condition 1 arise:

(a) the Company shall be entitled to cancel the Contract or suspend deliveries under the Contract without liability to the Buyer (b) if the Goods have been delivered but not paid for, payment shall become due immediately regardless of any previous agreement to the contrary; and

(c) the Company shall have the right to retake possession of the Goods for which payment has not been made from the Buyer with or without prior notice and for that purpose to enter upon any premises occupied by the Buyer.

## **9. Warranty**

CHB warrants that the Products will arrive intact and useable as per the instructions for use.

## **10. Returns and cancellations**

If the customer is dissatisfied with the good they must notify CHB Medical Ltd by emailing [rma@chbmedical.com](mailto:rma@chbmedical.com) within 48 hours.

The customer must include the reason and photographs to evidence their claim. All requests will be assessed and approved at the discretion of the RMA department. Returns will only be accepted if the product is in its original packaging and not used, due to the hygienic nature of the product any unboxed goods will be non-returnable. The customer will be issued with an RMA number, this number is valid for 10 days, in this time the goods must be returned to CHB Medical Ltd. After this the number will expire and the goods can no longer be returned to CHB Medical Ltd. Additionally, an RMA number does not confirm the item will be credited, CHB Medical Ltd reserves the right to inspect the returned goods prior to issuing any credit note. If the returned goods are found not to be defective a handling fee of 15% will be charged to the customer. The customer must ensure the RMA number is clearly visible on the packaging. All goods are to be returned at the buyer's expense and risk. Any goods returned with no RMA number will either be returned or subject to a handling charge. Incorrectly ordered goods are the responsibility of the buyer, unfortunately CHB Medical Ltd cannot offer replacements or credit in these circumstances.

## **11. Cancellations**

Receipt of a PO constitutes contract acceptance.

Orders that have already left the CHB Medical Ltd Hong Kong Warehouse cannot be cancelled.

Orders that have not shipped from the CHB Medical Ltd Hong Kong Warehouse can be cancelled for a non-negotiable fee of 25%. The 25% charge will be calculated on the total price of the cancelled equipment.

## **12. Liability of the Company**

Where any valid claim in respect of any of the Goods is notified to the Company in accordance with these Conditions, the liability of the Company to the Buyer shall be limited, at the Company's option, to replacing the Goods supplied under the Contract or the return to the Buyer of any monies paid by it to the Company in respect of the rejected Goods. The Company shall have no liability in respect of non-delivery of the Goods if delivery is prevented or delayed for any reason outside the Company's control. Except in respect of death or personal injury caused by the Company's negligence, the Company shall not be liable to the Buyer by reason of any representation (other than fraudulent misrepresentation) or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses, or other claim for consequential compensation whatsoever (and whether caused by the negligence of the Company, its employees or agents or otherwise) which arises out of or in connection with the supply of the Goods or their resale by the Buyer, except as expressly provided in these Conditions.

When purchasing Rapid Covid Tests, CHB Medical Ltd highlight through these terms that product should only be purchased and used under trained medical guidance. CHB Medical Ltd sell tests with the emphasis on who should carry out the test and under no circumstance recommend or sell these tests for home use. The Buyer will assume full responsibility and liability for any events that may occur though carrying out this test in an environment which it is not designed for. CHB Medical Ltd provide the product in its entire form to include set of instructions, all ownership of responsibility and liability is that of the Buyer.

### **13. Limited Warranty – Covid-19 Testing**

CHB Medical Ltd are distributors of Covid-19 antibody and antigen testing kits and are not the manufacturers or the EU Authorised Representative as defined by the CE marking.

CHB Medical Ltd cannot guarantee the accuracy of the results, as with any medical test, there is the potential for a false positive or false negative COVID-19 test result.

The Buyer understands that the testing unit is not acting as their medical provider and that testing does not replace treatment by their medical provider, and the Buyer assumes complete and full responsibility to take appropriate action with regards to individual test results.

The Buyer hereby releases and agrees to hold CHB Medical Ltd harmless from, and wave on behalf of company together with all owners, partners, employees and third parties including but not limited to private individuals any and all causes of action, claims, demands, damage is, costs, expenses and compensation for damage or loss of company to together with all owners, partners, and employees that may be caused by any act, or failure to act of CHB Medical Ltd, or that may otherwise arise in any way in connection with any services received from CHB Medical Ltd.

The Buyer understands that this release discharges CHB Medical Ltd from any liability or claim that the company together with all owners, partners, employees and third parties including but not limited to private individuals may have against CHB Medical Ltd with respect to any bodily injury, illness, death, medical treatment, or property damage that may arise from, or in connection to, any services received from CHB Medical Ltd.

### **14. Force Majeure**

The Company shall not be liable to the buyer for any delay or failure in performance of its obligations under the contract which is due to circumstances beyond its reasonable control, including but not limited to delays or defaults of suppliers or any subcontractor, war or threat of war , strike, lock out or other industrial action, flood, Act of God, pandemic, explosion, fire, accident to plant machinery, power failure or breakdown in machinery, or shortage of materials or labour.

### **15. Governing Law**

These Conditions may only be varied by agreement in writing between the parties signed by an authorised signatory of each party. This Contract shall be construed and take effect in accordance with the laws of England. Each of the parties irrevocably submits for all purposes in connection with these Conditions to the exclusive jurisdiction of the courts of England.