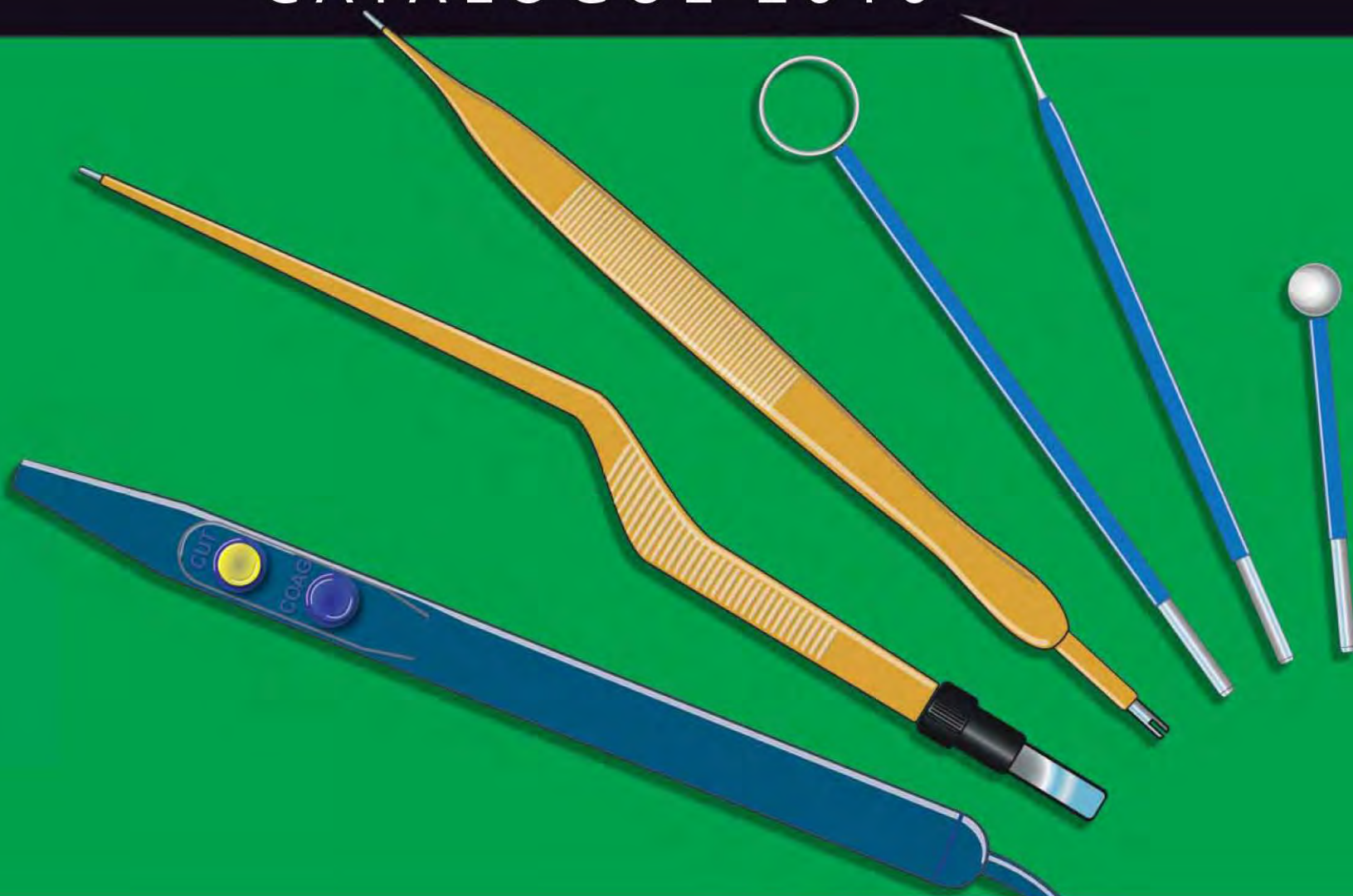






**prima**  
Medical Limited

# SINGLE-USE **ELECTROSURGERY** CATALOGUE 2010








# Monopolar Cables

Generator Connector		
		
4mm Pin	8mm Bovie Pin	
		Instrument Connector
PMS3601 3m cable	PMS3602 3m cable	
		UK 4.8 mm Socket
PMS3603 3m cable	PMS3604 3m cable	
		4 mm Socket Endoscopic Instrument





Instrument Connector	Generator Connector		
 <p data-bbox="786 1155 999 1190">European block fitting</p>	 <p data-bbox="1137 927 1279 959">Twin 4mm Pin</p>	 <p data-bbox="1496 927 1626 959">4mm Coaxial</p>	 <p data-bbox="1848 927 1977 959">2mm Coaxial</p>
 <p data-bbox="781 1385 999 1417">US twin 1.8mm socket</p>	<p data-bbox="1144 1074 1272 1129">PMS3703 3m cable</p>	<p data-bbox="1496 1074 1626 1129">PMS3702 3m cable</p>	<p data-bbox="1848 1074 1977 1129">PMS3705 3m cable</p>
<p data-bbox="1144 1302 1272 1358">PMS3701 3m cable</p>	<p data-bbox="1496 1302 1626 1358">PMS3704 3m cable</p>	<p data-bbox="1848 1302 1977 1358">PMS3706 3m cable</p>	

## TERMS & CONDITIONS OF SALE FOR THE SUPPLY OF GOODS BY JUDD MEDICAL LIMITED

1. (a) In these conditions, "the Company" means Judd Medical Limited and "the Customer" means the individual, firm, company or other party with whom the Company contracts- "Supply" includes (but is not limited to) any supply under a contract of sale-

(b) No order in pursuance of any quotation or otherwise shall be binding on the Company unless and until such order is accepted by the Company by despatch of the Acceptance of Order/ Invoice. Any contract made between the Company and the Customer (herein called "the Contract") shall be subject to these conditions and save as aftermentioned no representative or agent of the Company has authority to agree any terms or make any representations inconsistent with them or to enter into any contract except on the basis of them; any such term representation or contract will bind the Company only if in writing and signed by a director.

(c) Unless otherwise agreed in writing by the Company these conditions shall override any terms and conditions stipulated or referred to by the Customer in his order or pre-contract negotiations or any inconsistent terms implied by law or trade custom, practice or course of dealing.

(d) Any description contained in the Company's catalogues, samples, price lists or other advertising material is intended merely to present a general picture of the Company's products and shall not form a representation or be part of the Contract.

(d) In the event that the Company has not given a written acknowledgement of the Customer's order these conditions, provided the Customer shall have had prior notice of them, shall nonetheless apply to the Contract.

(e) The Company reserves the right to correct any clerical or typographical errors made by " employees at any time.

(f) The Company, in accordance with its policy of continuous development, reserves the right to make any changes in the design or specification of the goods, or in illustrations or descriptions thereof, as it sees fit.

2. If and insofar as the use of any goods, materials, information or instructions supplied or provided by the Company infringes any patent or other rights (wherever situated or registered) the Company shall be under no liability therefor, and the Customer shall indemnify the Company and save the Company harmless against any claims, awards or liabilities arising out of the use of such goods, materials, information or instructions, or any copies thereof, whether such use is made by the Customer or by any other person.

3. (a) The Company's quotations are firm for thirty days from date of issue. They may, however, be altered within the said thirty day period if the Customer orders part only of the quantity referred to in any quotation.

(b) The Company shall be entitled to increase its prices at any time to take account of any increase in the cost to the Company of purchasing any goods or materials or manufacturing working on or supplying any goods (including any such increase arising from any error or inadequacy in any instruction provided by the Customer or any modification carried out by

the Company at the Customer's request) and such increased prices ruling at the date of despatch by the Company shall be substituted for the previous Contract price. All prices quoted are exclusive of VAT and the Customer shall pay any and all taxes duties and other government charges payable in respect of the goods.

4. (a) Unless otherwise agreed in writing by the Company:

(i) the Company shall deliver the goods by the means most convenient to the Company to the address or addresses specified by the Customer or (in the event that the Customer fails to specify an address) to any address at which the Customer resides or carries on business;

(ii) the Company shall be entitled to add to the Contract price a reasonable charge for packaging and off-loading shall be at the Customer's risk.

(b) Subject to any agreement in writing by the Company, the risk in goods which the Company agrees to supply shall pass to the Customer on despatch or the date (if earlier) on which, the goods being ready for delivery, delivery is postponed at the Customer's request.

(c) The Company shall not be liable for any loss of or damage sustained by any 9~ left with the Company howsoever caused and whether or not attributable to negligence on the part of the Company or negligence or wilful default on the part of any servant or agent of the Company.

(d) Should the Company be delayed in or prevented from making delivery of the goods due to war, governmental or parliamentary restrictions, strikes, Lockouts, fire, floods, explosions, labour disturbances, trade disputes, damage to or destruction of the goods, breakdown of machinery, shortages of labour or of raw materials or Act of God or due to any other cause whatsoever beyond the reasonable control of the Company the Company shall be at liberty to cancel or suspend the order placed by the Customer without incurring any liability for any loss or damage arising therefrom.

(e) While the Company will endeavour to deliver the goods by any date or within any period agreed upon, such dates and periods are estimates only given in good faith and the Company will not be liable for any failure to deliver by such a date or within such a period. Moreover, the Company shall be entitled to defer delivery until any monies due from the Customer have been received.

5. Unless otherwise specified in writing by the Company, payment for the goods or any instalment shall be made by the Customer net cash not ~ than thirty days after the date of invoice. Time for payment shall be of the essence of the Contract. Without prejudice to any other rights of the Company interest will be payable on all overdue accounts at Lloyds plc base rate plus 4% and for the purposes of paragraphs 6 and 9 hereof, the full purchase price of the goods shall include any interest payable hereunder.

6. (a) If the Customer shall fail to make any payment when it becomes due or shall make any payment in composition or any arrangement with his creditors or if being an incorporated company shall have a receiver appointed or shall pass a resolution for winding up or a Court shall make an order to that effect or if there shall be any breach by the Customer of any of the terms and conditions hereof the Company may defer or cancel any further deliveries and treat the Contract of which these conditions form part as determined but without prejudice to its right to the full purchase

price for goods delivered and damages for any loss suffered in consequence of such determination.

(b) Cancellation by the Customer will only be accepted at the discretion of the Company and in any case on condition that any costs or expenses incurred by the Company up to the date of cancellation and all loss or damage resulting to the Company by reason of such cancellation will be paid by the Customer to the Company forthwith. Acceptance of such cancellation will only be binding on the Company if in writing-

(c) A charge will be made for any costs incurred by the Company due to suspension or deferment of any order by the Customer or in the event that the Customer defaults in collecting, or giving instructions for the delivery of, any goods.

7. (a) In connection with the goods, the Customer shall comply with the following obligations:

(i) The Customer will not resell the goods to any person, firm, company or other entity without the Company's written consent which may be withheld at the Company's absolute discretion.

(ii) The Customer shall ensure that no representations or warranties are given concerning the goods which are not authorised in advance in writing by the Company.

(iii) The Customer shall pass on to customers for, and all persons using or planning to use the goods, all information and instructions relating to and warnings in respect of the goods supplied by the Company and shall, in a proper and responsible manner, draw the attention of the customer, user or potential user to such information instructions and warnings.

(iv) The Customer shall ensure that all customers for, or users or potential users of the goods are given full and proper warning in their use.

(v) The Customer shall comply with all legal requirements from time to time in force and all recommendations or instructions from time to time issued by the Company relating to the storage and sale of the goods-

(vi) In respect of all sample or demonstration goods supplied by the Company to the Customer, the customer acknowledges that they may not be of perfect quality or sterile, and undertakes to ensure that all persons to whom they are demonstrated or supplied are made fully aware that such product are for demonstration purposes only and may not, under any circumstances, be used in surgery on live patients. Without prejudice to the generality of the foregoing, the Customer shall ensure that all information relating to and warnings in respect of such sample/ demonstration goods supplied by the Company are passed on to and, in proper and responsible manner drawn to the attention of all persons to whom such goods may be shown, demonstrated or supplied.

(b) The Customer shall indemnify the company against all claims demands liabilities and expenses of whatsoever nature incurred or suffered by the Company by reason in whole or in part of the failure of the Customer to comply with its obligations under clause 7(a) hereof.

8 (a) No claim for damage in transit, shortage of delivery or loss of goods will be entertained unless the Customer shall have given to the Company written notice of such damage, shortage or loss with reasonable particulars thereof within seven days of receipt of the goods or (in the case of total loss) of receipt of the invoice or other notification of despatch. The Company's liability, if any, shall be limited to replacing or (in its discretion) repairing

such goods and it shall be a condition to any such liability that the Customer shall if so requested have returned damaged goods to the Company within fourteen days of such request. The Customer shall not be entitled to make any claim against the Company for consequential loss arising out of such damage shortage or loss as aforesaid.

(b) Save as otherwise provided in these conditions the Company's liability in respect of any defect in or failure of goods supplied or work done is limited to replacing or (in its discretion) repairing or paying for the repair or replacement of goods which are found to be defective by reason of faulty or incorrect design, workmanship, parts or materials and in the event of any error in any weight, dimension, capacity, performance or other description which has formed a representation or is part of a contract the Company's liability in respect of any direct loss or damage sustained by the customer as a result of such error shall not exceed the price of the goods in respect of which the description is incorrect. Conditions precedent to the Company's liability hereunder shall be that the Customer

(i) shall have notified the Company of the alleged defect, failure or error forthwith and in any event within seven days of discovery of the same or within seven days of the date when such defect ought to have been discovered; and

(ii) shall have either returned the goods (bearing the transport and insurance costs thereof) to the Company or provided authority for the Company's servants or agents to inspect them, as the company may request-

(c) Where the Company agrees to repair or replace goods in accordance with ~ foregoing provisions of this paragraph any time specified for delivery under the Contract shall be extended for such period as the Company may reasonably require.

Provided that the Customer has complied with its obligations under Clause 7(a), the Company shall indemnify the Customer against:

(i) liability for personal injury to or death of any person and damage to property intended for private use and in fact so used, arising by reason of the goods proving defective within the meaning of the Consumer Protection Act 1988; and

(ii) liability for personal injury to or death of any person and loss of or damage to property caused by the negligent act or omission of the Company or its employees in the course of their employment, provided always that the liability of the Company in respect of loss of or damage to property shall not in any event exceed +5M,000 for any one event or connected series of events.

(e) Save where such loss is consequent upon personal injury or death or damage to property as specified in sub-clauses 8(d)(i) and (ii), the Company shall have no liability for loss of profits or contract or other economic, indirect or consequential loss, whether arising from negligence, breach of contract, breach of statutory duty or otherwise howsoever.

(f) All goods sold by the Company are supplied with the benefit of the terms implied by Section 12 of the Sale of Goods Act 1979. Subject thereto, and whether or not the contract is a contract of sale, all other conditions, warranties and other terms express or implied, statutory or otherwise, are expressly excluded, save insofar as contained herein or as otherwise expressly agreed by the Company in writing. Save as expressly provided in these conditions, or otherwise agreed by the Company in writing, the Company shall have no liability to the Customer whether in

negligence, breach of contract, breach of statutory duty, or otherwise howsoever.

9. The following provisions shall apply to all goods which under the Contract the Company agrees to supply to the Customer. No failure by the Company to enforce strict compliance by the Customer with such provisions shall constitute a waiver thereof and no termination of the Contract shall prejudice limit or extinguish the Company's right under this paragraph.

(i) Upon delivery of the goods the Customer shall hold the goods solely as bailee for the Company and the goods shall remain the property of the Company until such time as the Customer shall have paid to the Company the full purchase price thereof. Until such time the Company shall be entitled to recover the goods or any part thereof and for the purposes of exercising such rights the Company, its employees and agents with appropriate transport may enter upon the Customer's premises and any other location where goods are situated-

(ii) The Customer shall maintain all appropriate insurance in respect of the goods from the date or dates on which the risks therein passes to him. In the event of any loss or damage occurring while the goods remain the property of the Company the Customer shall immediately on receipt of the insurance monies remit to the Company the full purchase price of the goods lost or damaged less any part thereof which has already been paid and until such amount has been so remitted shall hold such amount as trustee and agent for the Company.

10. In respect of any goods sold by the Company on a "Sale or Return" basis, the Company will only accept the return of such goods if the goods and the packaging thereof are undamaged, including but not limited to the blister packs or sterile packaging thereof remaining intact. In addition, the Company shall be entitled to charge a handling charge of 25% (twenty five per cent) of the list price of any goods returned.

11. If the Customer wishes to return goods which the Company has supplied against the Customer's official order for any reason other than the goods being defective, the Company reserve the right to levy a restocking charge, which will be at the rate in accordance to the rate at that time. Only goods that have been unused in their original packaging will be considered to such return.

12. In the case of any order for goods of a type or description not normally held in stock by the Company and therefore specially made, ordered or imported by the Company to meet such an order, then the Customer agrees to accept these goods on a non-returnable basis.

13. VAT exemption certificate must be produced if the goods are purchased by a charitable trust.

14. The proper law of all contracts with the Company shall be English law which shall govern in all respect the construction and effect of such contracts and of these Conditions. The Customer agrees that in the event of any dispute arising out of the Contract or the performance thereof he will submit to the jurisdiction of the English Courts.

Registered Office: Highfield House, 53 Worcester Road, Bromsgrove, Worcestershire, B61 7DN

Registered in England No: 3323507

VAT Registration No: 650 2675 46

view our online catalogue at

[www.prima-medical.com](http://www.prima-medical.com)



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