

Terms and Conditions of Sale



General

1. Unless otherwise agreed all sales made by Ostomed Limited (Ostomed) are made on these conditions of sale. No variation of these conditions or any terms supplied with any order form or other document provided by you will be binding on Ostomed unless confirmed in writing by a Director of Ostomed.
2. Orders can only be placed by businesses or individuals within Great Britain. All orders are subject to acceptance by Ostomed.
3. All goods are subject to availability. As a result of continuing product development the specification or design of goods may vary from that shown.
4. You are responsible for deciding on the suitability of the goods offered for any particular purpose and for the consequences arising from any work we undertake on the goods at your request.

Prices and Payment

5. All prices in our catalogue, leaflets and our website are in pound sterling, exclude VAT and delivery and were correct when published. Ostomed reserves the right to change the advertised price and any discounting percentage before you place an order.
6. Unless otherwise agreed, payment is required prior to the delivery of goods. Ostomed accepts payment by cheque, cash or Credit/Debit card where the goods are collected from our warehouse. Where Ostomed agrees to issue an invoice on a credit basis, you must pay the invoice on the last day of the month following the month in which the invoice was issued. If you wish to open a credit account with Ostomed please ask for details (accounts are subject to status).
7. For so long as any amount to be paid for the goods remains owing to Ostomed title to the goods will remain with Ostomed and will not pass to you until Ostomed has received payment in full including any interest due in accordance with paragraph 8.
8. Ostomed may charge interest at 4% above the base rate from time to time of HSBC plc on any amount not received by the due date until such amount is received, both before and after judgement.

Delivery and Returns

9. Goods held in our warehouse are normally delivered the next working day, subject to order cut off times that will be published from time to time. Saturday delivery may be available upon request.
10. Unless otherwise agreed, Ostomed reserve the right to place a delivery charge on any order under £50. Where a Saturday delivery is required, delivery charges will be placed on any order under £100.
11. Risk of loss or damage to the goods shall pass to you upon delivery.
12. Claims for damage to goods must be notified to Ostomed immediately following delivery. Claims for non-delivery of goods must be notified to Ostomed with 7 days of the invoice date.
13. Please contact our Customer Services Department if you wish to return goods on telephone number 01253 881290. Ostomed are unable to accept the return of goods without a customer return number (CRN).

All goods reported for return will be accepted entirely at Ostomed's discretion within 7 days of delivery to you. Returned goods must be undamaged, complete and in the original unopened packaging, within date and in perfect condition. This excludes those goods reported as damaged. Such goods must be returned in a suitable box to avoid further damage in transit.

14. Any goods returned to Ostomed in a damaged or defaced state, with the exception of reported damage, will be deemed as unfit for resale and returned to you. Credit will not be given in these circumstances.

15. Where goods are specially ordered for you, Ostomed cannot accept cancellation of your order and will only accept the return of goods if they are defective and returned within 7 days of delivery to you.
16. Ostomed will not accept return of any goods that have been dispensed / given out to the end user, with the exception of any item found to be defective in use.
17. Any item reported as defective will require evidence in writing to be submitted to Ostomed with the returned goods. Such items will be returned, with the evidence, to the manufacturer for testing. Ostomed will only accept full return if the reported defect is found to be correct by the manufacturer.
18. All goods returned will be subject to a 15% handling charge, with the exception of any item reported as damaged or where Ostomed is found to be at fault.

Customisation of Goods

19. Where customisation of goods is requested an Ostomed Customisation form is required at all times.
20. A customisation charge, equivalent to the current NHS Stoma Customisation fee will be made in the event of any physical changes made to an item. Such charge will be per pack of the requested item.
21. Ostomed reserve to right to change the Customisation charge at any time.

Guarantee and Liability

22. Goods supplied by Ostomed are guaranteed in accordance with the terms of the manufacturer's warranty provided with the goods.

Ostomed accepts no liability of whatever nature arising as a result of any representations, breach of contract, negligence or otherwise including, but not limited to, any liability for indirect or consequential loss or loss of profits, revenue, business or goodwill except for liability for death or personal injury caused by Ostomed's negligence.

All conditions, warranties, guarantees and representations, express or implied, by statute, common law or otherwise in relation to the goods (other than liability which Ostomed is not permitted by law to restrict or exclude) are hereby excluded.

Gifts

23. From time to time promotional free gifts may be offered with goods. If acceptance of a free gift contravenes your business policies or practices, please let us know and Ostomed will not provide the free item.

Telephone Calls

24. Telephone calls may be recorded and used for training and/or monitoring purposes.

Confidentiality

25. In line with current GDPR regulations, Ostomed will observe absolute confidentiality in relation to any data supplied to us as result of a transaction made under these terms and conditions. A copy of our Privacy Policy is available upon request.

Status

26. Ostomed may at its absolute discretion decline to accept orders or to offer credit terms.

All errors and omissions excepted. All trademarks acknowledged.