

RDP GROUP (UK) LIMITED

TERMS AND CONDITIONS OF SUPPLY (GOODS)

1. DEFINITIONS

- 1.1 “Company” means RDP Group (UK) Limited.
- 1.2 “Customer” means the person, company, NHS body or organisation purchasing the Goods.
- 1.3 “Goods” means mobile medical carts and associated components supplied by the Company.
- 1.4 “Contract” means the agreement formed in accordance with clause 2.
- 1.5 “Rollout Schedule” means the agreed phased manufacture and delivery timetable.
- 1.6 “Advance Payment Invoice” means an invoice raised prior to manufacture in accordance with clause 6.

2. BASIS OF CONTRACT

- 2.1 A binding Contract is formed when the Company issues written order acceptance.
- 2.2 The Contract constitutes the entire agreement and excludes any other terms the Customer seeks to impose.
- 2.3 Order of precedence:

1. Signed framework agreement (if any)
2. Written quotation
3. These Terms

3. GOODS & SPECIFICATIONS

- 3.1 Goods may be standard or manufactured to order.
- 3.2 Mobile medical carts configured or assembled to Customer specification shall be treated as bespoke Goods.
- 3.3 The Company may make minor technical modifications that do not materially affect function.

4. BESPOKE OR CUSTOMISED GOODS

- 4.1 Where Goods are manufactured, configured or customised specifically for the Customer, they shall be deemed bespoke Goods.
- 4.2 Orders for bespoke Goods are non-cancellable and non-returnable once accepted by the Company.
- 4.3 If cancelled, the Customer shall indemnify the Company for all costs incurred including materials, work in progress, overhead allocation and expectation loss.
- 4.4 This clause applies whether or not an Advance Payment Invoice has been issued.

5. COMPLIANCE WITH LAW

- 5.1 The Company warrants that the Goods comply with applicable UK legislation and safety standards.
- 5.2 The Company shall comply with applicable obligations under:
 - Health and Safety at Work etc. Act 1974
 - Bribery Act 2010
 - Modern Slavery Act 2015

6. PRICING & VAT

- 6.1 Prices are exclusive of VAT.
- 6.2 VAT shall be payable at the applicable rate.
- 6.3 The Company may adjust pricing prior to manufacture where cost increases arise from raw materials, freight, regulatory changes or long-lead components.

7. PAYMENT TERMS

- 7.1 Unless otherwise agreed in writing, invoices are payable 30 days end of month from the date of invoice.
- 7.2 Time for payment shall be of the essence.

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7.3 If the Customer fails to make payment when due, the Company may:

- suspend manufacture, delivery or further performance of the Contract;
- charge interest on the overdue amount at 4% above the base rate of the Bank of England, calculated daily until payment is received; and
- recover reasonable costs incurred in recovering the overdue amount.

7.4 The Customer shall not withhold payment by reason of any set-off, counterclaim or dispute unless agreed in writing by the Company.

7.5 All payments shall be made in full without deduction except where required by law.

8. ADVANCE PAYMENT & YEAR-END INVOICING

8.1 Where requested (including NHS year-end arrangements), the Company may issue an Advance Payment Invoice prior to manufacture.

8.2 Upon issue:

- The Order becomes firm and binding.
- The Order is non-cancellable except under clause 4.
- Manufacturing capacity is allocated.
- Long-lead components may be procured.

8.3 Advance Payment Invoices are payable 30 days end of month from the invoice date unless otherwise agreed in writing.

8.3A Manufacture or procurement of components may be scheduled in reliance on payment of the Advance Payment Invoice and the Company reserves the right to defer manufacture or delivery where payment is overdue.

8.4 Advance payments are not deposits and are non-refundable once:

- Materials are ordered;
- Manufacture commences; or
- Components are allocated.

8.5 Title shall not pass until:

- Goods are manufactured and identified to the Contract; and
- Payment is received in full.

8.6 If cancelled, the Customer shall indemnify the Company for all costs incurred including materials, work in progress, overhead allocation and expectation loss.

9. ROLL-OUT & PHASED MANUFACTURE

9.1 Manufacture and delivery follow the agreed Rollout Schedule.

9.2 Delays in site readiness or access do not entitle cancellation or withholding of payment.

9.3 The Company may adjust the Rollout Schedule for causes outside its control.

10. DELIVERY & RISK

10.1 Delivery dates are estimates only.

10.2 Risk passes upon delivery to the agreed location.

10.3 If delivery is delayed at the Customer's request:

- Goods may be stored at the Customer's risk.
- Storage charges may apply after 6 months.

11. RETENTION OF TITLE

11.1 Title to the Goods shall not pass until payment in full is received.

11.2 Until title passes, the Customer shall store the Goods separately and identifiable.

11.3 This clause operates in accordance with the Sale of Goods Act 1979.

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12. INSPECTION & ACCEPTANCE

- 12.1 The Customer must inspect Goods within 7 days of delivery.
- 12.2 Failure to notify defects within 7 days constitutes acceptance.

13. WARRANTY

- 13.1 Unless otherwise expressly agreed in writing, the Company warrants the Goods for 60 months from the date of delivery.
- 13.2 Where an Extended Warranty has been purchased and confirmed in writing by the Company, the applicable warranty period shall be extended for the period stated in the relevant quotation or order acceptance.
- 13.3 The Company's obligations under the warranty are limited, at the Company's discretion, to the repair or replacement of eligible Goods or components which develop a covered fault during the applicable warranty period.
- 13.4 Warranty entitlement, coverage, exclusions and any specific provisions relating to batteries shall be governed by the applicable RDP Health Warranty Terms & Conditions.
- 13.5 The provision of technical support, response and onsite attendance in connection with warranty claims shall be subject to the applicable RDP Health Standard Support Service Level Agreement and, where agreed, any Customer-Specific Enhanced Service Schedule.
- 13.6 Unless expressly agreed otherwise in writing, the warranty excludes misuse, improper handling, accidental or physical damage, unauthorised modification, normal wear and tear, third-party hardware or software, and faults caused by equipment, infrastructure or systems outside the Company's control.

14. PRODUCT SAFETY

- 14.1 The Company shall notify the Customer of any safety notice affecting the Goods.
- 14.2 The Customer shall cooperate in any corrective action.

15. INSURANCE

The Company shall maintain:

- £10,000,000 Public & Product Liability
- £10,000,000 Employers' Liability

Certificates available upon request.

16. LIMITATION OF LIABILITY

16.1 Nothing limits liability for:

- Death or personal injury caused by negligence
- Fraud
- Any liability which cannot be lawfully excluded

16.2 Subject to clause 16.1, total aggregate liability shall not exceed the greater of:

- 125% of the Contract price; or
- £1,000,000

16.3 The Company shall not be liable for loss of profits, business interruption or indirect or consequential loss.

16.4 This clause is intended to satisfy the reasonableness requirement under the Unfair Contract Terms Act 1977.

17. CONFIDENTIALITY

Both parties shall keep confidential all non-public commercial information.

18. DATA PROTECTION

Where personal data is processed, both parties shall comply with:

- UK General Data Protection Regulation
- Data Protection Act 2018

The Company does not process personal data unless expressly agreed in writing.

19. SUSPENSION & TERMINATION

The Company may suspend manufacture or delivery where payment is overdue or the Customer becomes insolvent.

20. FORCE MAJEURE

Neither party shall be liable for failure or delay caused by events beyond reasonable control.

21. GOVERNING LAW

This Contract is governed by English law and subject to the exclusive jurisdiction of the English courts.

SCHEDULE 1

CUSTOMER SUPPLIED IT EQUIPMENT (MECHANICAL MOUNTING ONLY)

This Schedule applies where the Customer supplies IT hardware for mounting to the Goods.

1. Scope

The Company provides mechanical mounting only. The Company does not:

- Configure software
- Test network connectivity
- Commission IT systems
- Assume responsibility for system integration

2. Customer Responsibilities

The Customer warrants that the equipment:

- Is compatible with the cart specification
- Complies with UK safety requirements
- Is suitable for transport
- Contains no personal or sensitive data

The Customer remains responsible for regulatory compliance including the Medical Devices Regulations 2002 where applicable.

3. Title & Risk

Title remains with the Customer.

Risk remains with the Customer except where physical damage is directly caused by the Company's negligence.

Transit risk passes in accordance with clause 10.

4. Liability

The Company shall exercise reasonable care.

The Company is not liable for:

- Pre-existing defects
- Software faults
- Compatibility issues
- Regulatory consequences
- Data loss

Liability for physical damage shall not exceed the lower of:

- Net book value;
- Insurance recovery; or
- The liability cap in clause 16.

5. Data Protection

The Company does not access or process data on Customer equipment.

The Customer must remove data in compliance with:

- UK General Data Protection Regulation
- Data Protection Act 2018

6. Inspection

Mounting defects must be notified within 7 days of delivery.