

AGREED TERMS

1. About us

Company details. STERIS Solutions Limited (company number 02767165) (**we** and **us**), is a company registered in England and Wales and our registered office is at Chancery House Rayns Way, Watermead Business Park, Syston, Leicester, United Kingdom, LE7 1PF. Our VAT number is GB 212 0201 94. We operate the websites: shop.steris.com/en/gb & shop.steris.com/en/ie

Contacting us. To contact us telephone our Healthcare Customer Operations: +44 116 2740600 or Life Sciences Customer Operations: +44 1256 840000. How to give us formal notice of any matter under the Contract is set out in clause 17.

Our contract with you

- 1.1 **Our contract.** These terms and conditions (**Terms**) apply to the order by you and supply of goods by us to you (**Contract**). You shall be deemed to have accepted all of the applicable Terms except those to which you have specifically objected. You are required to set forth each objection to the applicable Terms in writing, signed and dated by you and delivered to us prior to or contemporaneous with your order or request. Our failure to object to provisions in any communication shall not be a waiver of any of the applicable Terms, nor an acceptance by us of any such provisions. Any terms and conditions proposed by you which are different from or additional to the applicable Terms are hereby rejected unless specifically accepted by us in a separate document signed by both you and us, regardless of whether such other terms would materially alter the Terms hereof. No other terms are implied by trade, custom, practice or course of dealing.
- 1.2 **Entire agreement.** The Contract is the entire agreement between us in relation to its subject matter (except where mutually amended in accordance with clause 1.2 above). You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract (except where the Contract has been mutually amended in accordance with clause 1.2 above).
- 1.3 **Language.** These Terms and the Contract are made only in the English language.
- 1.4 **Your copy.** You should print a copy of these Terms or save them to your computer for future reference.

2. **Placing an order and its acceptance**

- 2.1 **Placing your order.** Please follow the onscreen prompts to place an order. Each order is an offer by you to buy the goods and/or services specified in the order (**Goods and Services**) subject to these Terms.
- 2.2 **Correcting input errors.** Our order process allows you to check and amend any errors before submitting your order to us. Please check the order carefully before confirming it. You are responsible for ensuring that your order and any specification submitted by you is complete and accurate.
- 2.3 **Acknowledging receipt of your order.** After you place an order, you will receive an email from us acknowledging that we have received it, but please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in **Error! Bookmark not defined.Error! Reference source not found..**
- 2.4 **Accepting your order.** Our acceptance of your order takes place when we send the email to you to accept receipt of your order and informing you that we are preparing the order to be shipped, at which point the Contract between you and us will come into existence
- 2.5 **If we cannot accept your order.** If we are unable to supply you with the Goods and Services for any reason, we will inform you of this by email and we will not process your order. If you have already paid for the Goods and Services, we will refund you the full amount including any delivery costs charged as soon as possible.

3. **Our goods**

- 3.1 The images of the Goods and Services on our site are for illustrative purposes only.
- 3.2 Unless stated otherwise, the Goods and Services shall not include: (a) any set-up, installation, and start-up; (b) safety equipment used with the Goods and Services or by you, your employees or any third parties in handling or working with the Goods and Services; and (c) signs, plaques, and training related to the proper use of the Goods and Services.
- 3.3 We reserve the right to amend the specification of the Goods and Services if required by any applicable statutory or regulatory requirement.

4. **Product Design**

- 4.1 We reserve the right to make changes and improvements in the design and specifications of our Goods and Services without notifying you.

5. Financial Condition

- 5.1 We may request that you provide us with necessary information to enable us to assess your creditworthiness. Failure and/or refusal to provide this information upon request may result in us declining to sell Goods and Services to you. We may, in our absolute discretion, require full or partial payment in advance of us providing you with Goods and Services.

6. Return and refund

- 6.1 You may cancel the Contract and receive a refund, if you notify us as set out in clause 6.2. You will be required to compensate us for any losses which we incur as a result of the cancellation or suspension of your order.
- 6.2 To cancel the Contract, you must call Healthcare Customer Operations at +44 116 2740600 or Life Sciences Customer Operations at +44 1256 840000. If you use this method we will email you to confirm we have received your cancellation notice. Alternatively, you may email us at UKSales@steris.com for Healthcare orders or ukirelandls@steris.com for Life Sciences orders. If you are emailing us please include details of your order to help us to identify it.
- 6.3 You may cancel your order after shipment only if:
- (a) the Goods and Services comprising your order are re-saleable; and
 - (b) you pay restocking, shipping and handling charges as reasonably determined by us.

If the Goods and Services have been delivered to you before you decide to cancel the Contract then you must also return them to us without undue delay and in any event not later than 14 days after the day on which you let us know that you wish to cancel the Contract. You can either send them back, return them to us in-store or hand them to our authorised carrier

6.2 To cancel the Contract, you must call Healthcare Customer Operations at +44 116 2740600 or Life Sciences Customer Operations at +44 1256 840000. If you use this method we will email you to confirm we have received your cancellation notice. Alternatively, you may email us at UKSales@steris.com for Healthcare orders or ukirelandls@steris.com for Life Sciences orders. If you are emailing us please include details of your order to help us to identify it. If you have returned the Goods and Services to us under this clause 6 because they are faulty, we will refund the price of the Goods and Services.

7. Delivery, transfer of risk and title

- 7.1 We shall select the method and carrier for delivery of all Goods and Services. Title and risk of loss or damage to the Goods and Services shall pass from us to you upon delivery to a carrier at point of shipment.
- 7.2 Any shipment, delivery, or performance date which is notified to you is approximate only and does not constitute any guarantee of shipment, delivery, or performance on any particular date.

7.3 Time shall not be of the essence for the purposes of performing the Contract.

8. Price of goods and delivery charges

8.1 Quoted prices are in GBP (£) and are F.O.B. point of shipment.

8.2 The prices of the Goods and Services will be as quoted on our site at the time you submit your order. Our standard list rates shall apply, unless other contractual rates are applicable to you. We take all reasonable care to ensure that the prices of Goods and Services are correct at the time when the relevant information was entered onto the system. However, please see **Error! Bookmark not defined.**8.6 for what happens if we discover an error in the price of Goods and Services you ordered.

8.3 Prices for our Goods and Services may change from time to time without prior notification, but changes will not affect any order you have already placed.

8.4 The price of Goods and Services quoted on our website excludes VAT (where applicable) at the applicable current rate chargeable in the UK for the time being. However, if the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Goods and Services in full before the change in VAT takes effect. The price of Goods and Services also excludes other applicable taxes. These charges may be prepaid by us and added to your invoice.

8.5 The price of Goods and Services quoted on our website does not include delivery charges nor import/export duties. Our delivery charges are as advised to you during the check-out process, before you confirm your order. These charges may be prepaid by us and added to your invoice.

8.6 We sell a large number of Goods and Services through our site. It is always possible that, despite our reasonable efforts, some of the Goods and Services on our site may be incorrectly priced. Prices of certain items or components of your order may be unavailable due to technical reasons at the time of order submission. If you include these items in your cart at the time of checkout, our standard eCommerce prices will be assigned to the items automatically. Should other components of your order (shipping & handling, tax, etc.) be unavailable at the time of order submission, the applicable charges will be added upon order processing.

9. How to pay

9.1 All payments shall be made at the time of sale, or if the purchase is made through a purchase order, within 30 days from the date of our invoice.

9.2 All payments shall be made in Great British Pounds (GBP) and shall be without deductions for back-charges, other accounts between us, and the like, which shall be settled independently of the payment of the invoice. Payment shall not prejudice claims on account of omissions or shortages

in shipment, but no such claim will be allowed unless made within 96 hours after receipt of the applicable shipment by you.

- 9.3 Should you delay payment beyond the date it is due, interest may be charged on the unpaid balance at the rate of one and one-half (1.5%) percent per month above Bank of England base rate.

10. Operating directions

- 10.1 You shall comply with and require your agents and employees to comply with all directions, safety notices, warnings, and other instructions furnished by us, and shall use and require your agents and employees to use reasonable care in the use of the Goods and Services.
- 10.2 We shall have no obligation or liability for any failure by you, your employees, agents, or any third party to observe the provisions of this section, or for any injury or damage caused, in whole or in part, by your failure to comply with applicable health and safety requirements. Accordingly, you shall indemnify and hold us harmless for any claims, liabilities or losses arising out of or in connection with any such injury or damage or claim thereof.

11. Our warranty for the goods

- 11.1 We warrant that our consumable Goods and Services comply with your specifications. This warranty shall run for a period of 90 days from the date of shipment, unless the relevant Goods and Services are subject to an expiration date - in which case, the expiration date shall apply. Our warranties do not apply to damage resulting from unauthorised installation, accident, casualty, alteration, misuse, or failure to follow our written instructions.
- 11.2 We make no other warranty, express or implied, and we expressly disclaim any warranty of merchantability or fitness for any particular purpose, and all other warranties are hereby expressly excluded. We shall have no other liability, direct or indirect, of any kind, including liability for special, incidental, or consequential damages.
- 11.3 Your sole and exclusive remedy for breach of the foregoing warranties shall be the repair or replacement of the defective Goods and Services, or, at our option, a refund of the purchase price; provided: (1) the Goods and Services have not been altered or modified other than by us; (2) the Goods and Services have been properly stored, installed, maintained and operated within the limits specified by us; (3) you promptly notify us of any defects and provide us with satisfactory evidence thereof; (4) you provide us with the opportunity to inspect the Goods and Services; and (5) in the event of repair or replacement, you return the relevant Goods and Services to us, freight prepaid. Defective parts replaced by us shall become our property. Repaired or replacement parts will be shipped to you FOB point of shipment.
- 11.4 If the relevant Goods and Services sold are not manufactured by us, we will extend to you the same warranty protection we received from the original manufacturer.

- 11.5 We shall not be responsible for any charges relating to warranty work or product replacement that have not been authorised by us in writing.
- 11.6 Neither party under the Contract shall be liable to the other for special or consequential damages or for damages for loss of use arising directly or indirectly from any breach of Contract, material or otherwise, or from any tortious acts or omissions of their respective employees or agents, and in no event shall our liability exceed the price of the defective Goods or Services or of the Goods and Services, which are subject to late delivery. If we, without separate compensation therefor, furnish you with advice or other assistance concerning any Goods and Services supplied hereunder or any system or equipment in which any such Goods and Services may be installed which is not required hereunder, the furnishing of such advice or assistance will not subject us to any liability whether in contract, tort (including negligence and strict liability) or otherwise.
- 11.7 These Terms also apply to any repaired or replacement Goods and Services supplied by us to you.
- 11.8 Nothing in the Contract shall be deemed to limit liability of either party for liability in respect of:
- (a) personal injury or death arising from negligence;
 - (b) fraud or fraudulent misrepresentation;
 - (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
 - (d) any other liability which cannot be limited or excluded by law.

12. Intellectual property

- 12.1 We warrant that our Goods and Services shall be delivered free of any rightful claim for infringement of any United Kingdom patent, trademark or copyright.
- 12.2 If we are notified promptly in writing of any claim of infringement, we will defend or may settle at our expense any such claim. We shall pay all damages and costs awarded against you due to breach of this warranty provided, however, that you cooperate with us to defend any claim. We shall, at our expense and option, either procure for you the right to continue using any infringing Goods and Services, or replace or modify them so they become non-infringing, or remove the Goods and Services and refund the purchase price (less reasonable depreciation for any period of use).
- 12.3 Clause 12.2 constitutes our maximum liability to you in respect of patent, trademark, or copyright infringements by our Goods and Services.
- 12.4 The preceding representations shall not apply to any Goods and Services specified by you or manufactured to your design, or to the use of any Goods and Services furnished hereunder in conjunction with any other item in a combination not furnished by us as a part of this transaction. As to any such item, part, or use in such combination, we shall have no liability whatsoever for patent, trademark or copyright infringement and you will indemnify us and hold us harmless against

any claims, liability, damages or expenses, including reasonable legal fees, as a result of infringement claims arising therefrom.

13. Limitations of action

13.1 Any action for a breach of contract must be commenced within one year after the cause of action accrued.

14. Termination and suspension of performance

14.1 Without limiting any of our other rights, we may suspend the supply or delivery of the Goods and Services to you, or terminate the Contract with immediate effect by giving written notice to you if:

- (a) you commit a material breach of any term of the Contract and (if such a breach is remediable) fail to remedy that breach within twenty one days of you being notified in writing to do so;
- (b) you fail to pay any amount due under the Contract on the due date for payment;
- (c) you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business; or
- (d) your financial position deteriorates to such an extent that in our reasonable opinion your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy.

14.2 Termination of the Contract shall not affect your or our rights and remedies that have accrued as at termination.

14.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

15. Delays and events outside our control

15.1 We shall not be liable for loss, damages, or non-performance resulting from delays in receipt of final specifications or instructions from you, changes in specifications, force majeure, including but not limited to strikes, labour disturbances, material shortages, non-manufacturing conditions, delays or failures of carriers or communication, epidemics, fire flood, storms, accident, riot, acts of terrorism, war and invasion, governmental requisition or priorities, acts of God, or other causes beyond our reasonable control.

15.2 In such event, the delivery date shall be extended for a period equal to the time lost by reason thereof, or we may at our discretion cancel the delivery and refund any amounts paid by you, as your sole and exclusive remedy. We shall undertake to notify you promptly of any significant delay and will specify the revised delivery date as soon as practical.

15.3 In no event shall we be liable for incidental, consequential, or special damages arising out of a delay in, cancellation of, or failure to deliver or manufacture.

15.4 If you delay or extend shipment, you shall arrange for and notify us of the place or places to which you require us to ship the Goods and Services for warehousing or storage. You will be required to pay any and all warehousing and storage expenses and all risk of loss or damage to the Goods and Services shall be borne by you. If you are unwilling or unable to promptly arrange for warehousing or storage facilities, we may do so at your expense. You hereby agree to pay any and all storage charges so incurred and our invoice, which we shall issue upon shipment of the Goods and Services to the place of storage.

16. Disclosure of information

16.1 Any information, suggestions or ideas given by you to us in connection with our performance hereunder are not secret or submitted in confidence, except as may be otherwise provided in writing and signed by us.

17. Communications between us

17.1 When we refer to "in writing" in these Terms, this includes email.

17.2 Any notice or other communication given under or in connection with the Contract must be in writing and be delivered personally, sent by pre-paid first class post or other next working day delivery service, or email.

17.3 A notice or other communication is deemed to have been received:

- (a) if delivered personally, on signature of a delivery receipt or at the time the notice is left at the proper address;
- (b) if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second working day after posting; or
- (c) if sent by email, at 9.00 am the next working day after transmission.

17.4 In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.

17.5 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

18. General

18.1 **Assignment and transfer.**

- (a) We may assign or transfer our rights and obligations under the Contract to another entity.
 - (b) You may only assign or transfer your rights or your obligations under the Contract if we agree in writing.

- 18.2 **Variation.** Any variation of the Contract only has effect if it is in writing and signed by you and us (or our respective authorised representatives). We reserve the right to correct any typographical or clerical errors in prices, specifications or acknowledgments.

- 18.3 **Waiver.** If we do not insist that you perform any of your obligations under the Contract, or if we do not exercise our rights or remedies against you, or if we delay in doing so, that will not mean that we have waived our rights or remedies against you or that you do not have to comply with those obligations. If we do waive any rights or remedies, we will only do so in writing, and that will not mean that we will automatically waive any right or remedy related to any later default by you.

- 18.4 **Severance.** Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

- 18.5 **Third party rights.** The Contract is between you and us. No other person has any rights to enforce any of its terms.

- 18.6 **Governing law and jurisdiction.** This Contract is governed by English law and each party irrevocably agrees to submit all disputes arising out of or in connection with this Contract to the exclusive jurisdiction of the English courts.