

## TERMS & CONDITIONS OF footfunction Centre WEBSITE AND SALE OR SERVICES

In these Terms and Conditions, footfunction centre and rightstride are trading divisions of RScan Lab Ltd and "RScan Lab" means the supplier of the products under these Terms and Conditions on behalf of its two trading divisions. The 'Buyer' means the person or firm or Company or practice purchasing, including footfunction Centres and footfunction clinics either directly or through each other as agents, the Goods from RScan Lab Ltd through footfunction centres or rightstride. 'Goods' and 'Services' means the products which are the subject of contract of sale or services provided under purchase or loan to which these Terms and Conditions apply

All quotations are submitted and all orders are accepted subject to the following terms and conditions:

These conditions form part of RScan Lab's acceptance (whether verbally or written by whatever means such as telephone, fax, post or email and constitute a contract between RScan Lab Ltd and the buyer for the goods to be supplied and are exhaustive and override any other terms, conditions and provisions referring or purporting to refer to the Goods superceding all other conditions, warranties, guarantees and representations. No amendment to these Terms and Conditions shall be made except by written agreement by the company's officers..

### Ordering and Delivery of goods and services

The RScan Lab will always endeavour to deliver the goods at the time requested by the buyer but the dates/periods/times for delivery are only approximate and are not essential terms. RScan Lab will not be liable for any direct loss however arising from:

Delay in delivery caused by factors beyond RScan Lab's control

Non delivery of goods to be supplied by RScan Lab where materials specified for the goods are not obtained by the company at a reasonable price or time.

Delivery will take place at the time stated in any quotation or this catalogue or as otherwise as RScan Lab and the buyer may agree or if no place for delivery is specified or agreed at RScan Lab's location.. RScan Lab may charge extra transport costs resulting from a buyer's request for alteration in the place of delivery.

If a prescription form is returned to the rightstride laboratory incorrectly filled in or has blanks on the form then the rightstride production technicians will process the order to a lab defined standard as follows:

either ... in the case of no rearfoot control indicated the device will be made with a neutral heel

and/or ... in the event no forefoot instruction is given then the device will be made with the forefoot balanced to match the plane of the rearfoot

The RScan Lab production team will take no responsibility for the effectiveness of devices made "under lab discretion" and it is the view of the rightstride management that it is incumbent upon each practitioner who wants a truly functional device to ensure that the prescription form is filled out as fully as possible.

### Property and risk

All risks in the goods shall pass to the buyer on delivery. Ownership of the goods sold will not pass to the buyer until the purchase price has been paid in full and the buyer will permit RScan Lab's agents or servants to enter the buyer's premises to repossess the goods at any time thereto.

RScan Lab must be notified in writing by fax or email by the buyer within 4 days of receipt of invoice or advice notice if the goods involved have not been delivered or within 2 days if superficial damage, theft of any sort or shortage is revealed on receipt of the goods failing which RScan Lab accepts no responsibility for damage or loss howsoever arising.

Where a contract provides for delivery of goods by instalment or part delivery of each instalment or part delivery shall be deemed to be a separate contract and payment will be due in respect of each instalment of part delivery when that instalment or part delivery is made. Cancellation of any one instalment or part delivery shall not avoid or effects contract as to other instalments or part deliveries.

The buyer shall not be entitled to withhold any payment on any account payable under any contract due to RScan Lab because of any disputed claim by the buyer in respect of any faulty goods or any other alleged breach of contract nor shall the buyer be allowed to offset against any amount payable under contract to RScan Lab any sum or sums which are presently payable even though in dispute.

RScan Lab will not be liable for loss of profit, damage to plant or for any expenditure incurred in respect of goods supplied or any consequential loss or damage sustained by the buyer by reason of any breach of the contract by RScan Lab.

RScan Lab shall not be liable for any defect in quality of the state of goods unless:

Such defects result from RScan Lab's faulty workmanship or from the use of faulty materials by RScan Lab and

Such defects have been discovered within three months from the delivery of the goods and The buyer shall have given RScan Lab forthwith upon such discovery written notice specifying the matters complained of and shall thereafter afford RScan Lab a reasonable opportunity of inspecting the goods in their alleged defective state or if RScan Lab so requires the buyer shall return the defective goods to RScan Lab's premises.

If RScan Lab shall supply defective goods as mentioned in the previous paragraph and if the buyer shall have complied with its obligations under this same paragraph the RScan Lab and the buyer do not agree that the buyer should accept the goods at an agreed value then RScan Lab undertakes the option either:

To accept a return of such part of the goods in question as are defective and to credit the buyer with the invoice price thereof or

To accept return of such part of the goods in question as are defective and replace them within a reasonable time.

RScan Lab has made all reasonable efforts to ensure that the contents of this website are true and accurate in all material respects

RScan Lab shall not be liable for any loss or damage howsoever arising in connection with the content of the website. RScan Lab does not guarantee that the website will be error-free, omission-free, uninterrupted or without delay.

Whilst RScan Lab makes all reasonable attempts to exclude viruses from the website, we cannot guarantee that the website will be virus free and accept no liability in the unlikely event that the website is not virus free.

Users are recommended to take appropriate safeguards before downloading information from this website.

The information contained on the website has been prepared for general guidance only; it does not constitute professional medical advice. Users should contact RScan Lab directly for advice concerning specific matters before making any decision.

Inclusion of any centre or clinic on RScan Lab's footfunction centre website does not imply any endorsement, responsibility or liability for the standards of clinical practice, service delivery or individual treatment of individuals by and on behalf of RScan Lab. These are matters for the clinics involved as independent legal entities. RScan Lab does not accept any responsibility for poor performance in any of these areas or in miss-diagnosis, late delivery that are caused by the centres and clinics

### Pricing and Payment for goods or services

The prices quoted by RScan Lab are arrived at and maintained on the basis of these terms and conditions and if any additional liability is to be borne by RScan Lab then RScan Lab reserves the right to amend prices quoted by the company in the basis of the written terms and conditions. RScan Lab will endeavour to hold prices firm but herein make reservation for possible cost increase and legislation relating to imports such as currency, exchange rates, import rates and material costs.

RScan Lab will endeavour to supply goods to suit the specifications given by the buyer but RScan Lab does not warrant that the goods so supplied will be suitable for the purposes for which they are required by the buyer and in particular where the goods are made or adapted to the special order of the buyer RScan Lab shall not be liable for the suitability of such goods for the purpose or purposes for which the goods are made or adapted.

The sale price for goods not manufactured to the buyer's specification are subject to variation in RScan Lab's prices for those goods ruling at the date when the goods are delivered. Prices of goods manufactured to the buyer's specifications are subject to variation on account of changes in manufacturing costs and costs of materials before completion of orders.

Except where specifically provided prices of goods quoted or agreed by RScan Lab exclude the cost of packing, carriage, freight insurance and other incidental costs and charges.

Payment for goods shall be made within 30 days of the issue of the appropriate invoice or the date of delivery whichever shall be later. Interest is chargeable on all monies due but unpaid at a rate above the base rate from time to time of HSBC Plc.

RScan Lab may at its option cancel or withhold all further deliveries under any contract in the event of default by the buyer for making due payment due hereunder or in the event that the buyer shall become bankrupt or being a company enter into liquidation or in either case shall enter into arrangement or composition with its or his creditors.

### Special conditions for Supply of goods

The buyer by placing an order for goods to be made in accordance with drawings or designs whether of his own formatting or using RScan Lab order proforma warrants to and assures RScan Lab that the goods so ordered do not in whole or in part infringe any industrial property rights of any third party and the buyer agrees to indemnify and keep indemnified RScan Lab from and against all claims, damages, expenses and costs of whatever nature which RScan Lab may incur or sustain by reason of any person rightly or wrongfully claiming such goods manufactured by RScan Lab or any machine, vehicle or apparatus in which they are incorporated or any use of such goods is an infringement of any industrial rights.

Where components are supplied to RScan Lab free of charge by or on behalf of the buyer for incorporation by RScan Lab by bonding or otherwise with any parts to be manufactured by RScan Lab such components are supplied at the buyer's risk. RScan Lab shall take reasonable care to avoid damage to any such components in the company's possession and subject thereto RScan Lab cannot accept any liability for any costs or losses attributed to defects in such components after dispatch from RScan Lab. The buyer shall reimburse RScan Lab for any loss, costs or expenses incurred by it when carrying out any operation on or with such components which are incorrect or defective.

Testing or inspection or certification of any goods shall be specified by the buyer at the time of order and RScan Lab may charge a reasonable fee.

Any weight and dimension given are subject to seller standard limits and normal practices of manufacture.

### Governing Law

The terms of these conditions and any contract entered into upon terms hereto shall be in accordance with the laws of England and the courts of England shall have exclusive jurisdiction with regard to any dispute arising there under.